

# **Request for Qualifications**

## **Washington State Department of Transportation**

### **\*\*\*SR 108/ US 101/ Mason and Thurston Co Fish Barriers – Remove Fish Barriers\*\*\* Project**

**Issued: \*\*\*8/23/2021\*\*\***

**Statement of Qualifications Due:  
\*\*\*10/7/2021\*\*\***

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9 Form B2, *Organizational Conflicts of Interest Disclosure and*  
10 *Avoidance/Neutralization/Mitigation Plan*

11 Form C, *Major Participant Reference Information*

12 Form D, *Design-Builder Certification Wage Law Compliance – Responsibility*  
13 *Criteria Washington State Public Works Contracts*

14 Form E, *Small and Veteran-Owned Business (SVB) Plan Template*

15 Appendix B - Abbreviations and Definitions

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## **1. Introduction**

### **1.1 *Request for Qualifications***

The Washington State Department of Transportation (WSDOT) is requesting a Statement of Qualifications (SOQ) from each entity (Submitter) interested in submitting a design-build Proposal for the \*\*\* SR 108/ US 101/ Mason and Thurston Co Fish Barriers – Remove Fish Barriers \*\*\* Project (Project) located in \*\*\*Mason County and Thurston County\*\*\*, Washington. By submitting an SOQ, Submitters agree to be bound by the requirements of this Request for Qualifications (RFQ). Submitters shall satisfy all requirements specified in this RFQ. Failure of the Submitter to meet these requirements may result in rejection of its SOQ.

It is WSDOT policy to ensure that no Person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 (and the Federal-aid Highway Act of 1968), be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any WSDOT service, program or activity.

It is WSDOT policy to ensure that no Person shall, on the grounds of disability, as provided by Section 504 and the Americans with Disabilities Act (ADA), be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any WSDOT service, program, or activity.

This RFQ can be made available in an alternative format by emailing WSDOT Diversity/ADA Compliance Team at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free (855) 362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay Service at 711.

It is the intent of WSDOT to develop a “paperless” Design-Build process in accordance with Executive Order E 1066.00, Executive Order E 1010, and RCW 19.360. Consequently, within all design-build documents, each occurrence of the term “written” shall be deemed to mean an electronic communication (see definition of “written” in Section 1-03.1 of the General Provisions and RFQ, Appendix B). Additionally, references to “signature” shall be deemed to refer to either electronic signature or Digital Signature, depending on context.

## **2. Contact Information**

### **2.1 *Submittal Information Point of Contact***

WSDOT will post addenda and other communications on the WSDOT Contract Ad & Award website: \*\*\*

<https://www.wsdot.wa.gov/biz/contaa/Contracts/MasonandThurston.html>

\*\*\*.

Submitters may sign up on the interested parties list to receive notifications when new items are posted to the website.

1 The SOQ shall be submitted electronically using the WSDOT SFTP site to the  
2 WSDOT Contract Ad & Award Office in accordance with Section 6 of this RFQ.  
3 Submitters should not contact the Contract Ad & Award Office for technical  
4 clarification of the RFQ or related Project specifics. The WSDOT Technical Point  
5 of Contact designated in Section 2.2 will address Project specific questions and  
6 technical clarifications.

## 7 **2.2 WSDOT Technical Point of Contact**

8 Submitters who have questions or need further clarification or information  
9 regarding the technical aspects of the RFQ or the Project should contact the  
10 following designated WSDOT Technical Point of Contact by letter, phone, or  
11 email as follows:

12 \*\*\* Bill Elliot, P.E.  
13 WSDOT Olympic Region  
14 7407 31<sup>st</sup> Avenue NE  
15 Lacey, WA 98516  
16 Phone: (360) 357-2735  
17 Email: [elliottb@wsdot.wa.gov](mailto:elliottb@wsdot.wa.gov)\*\*\*

## 18 **3. Procurement Process**

### 19 **3.1 Process Overview**

20 WSDOT will use a two-step procurement process to select a design-build  
21 Contractor (Design-Builder) to deliver the Project. The issuance of this RFQ is  
22 part of the first step to solicit information from potential Design-Builders in the  
23 form of SOQ submittals. WSDOT will evaluate and score each submitted SOQ to  
24 determine which Submitters are the most highly qualified to deliver the Project.  
25 WSDOT will short list three to five of the most highly qualified Submitters to  
26 advance to the second step in the procurement.

27 In the second step, WSDOT will issue a Request for Proposal (RFP) for the  
28 Project to the Short Listed Submitters. Only the Short Listed Submitters will be  
29 eligible to submit a Proposal for the Project. Each Short Listed Submitter who  
30 submits a Proposal in response to the RFP is referred to herein as a “Proposer.”  
31 WSDOT may award the Contract to the Proposer offering the Apparent Best  
32 Value, to be determined as described in the RFP.

33 WSDOT will pay a stipend of \*\*\*\$400,000\*\*\* to all Proposers who submit a  
34 stipend agreement, stipend invoice, and responsive Proposal.

35 WSDOT may cancel or re-advertise this procurement at its discretion.

### 36 **3.2 Procurement Schedule**

37 The procurement schedule for this RFQ is shown in Table 3.2 below. This  
38 schedule is subject to revision by the RFP and addenda to this RFQ.

**Table 3.2  
Procurement Schedule**

Action	Dates
<b>Step 1 – SOQ Phase</b>	
RFQ Issue Date	***8/23/2021***
Voluntary Submitter's Meeting	***8/30/2021***
Deadline for Requesting a WSDOT SFTP Username and Password	***9/10/2021***
Deadline for Submitting RFQ Questions	***9/14/2021***
Deadline for WSDOT Response to RFQ Questions	***9/20/2021***
SOQ Due Date	***10/7/2021***
Notify Short Listed Submitters	***11/15/2021***
<b>Step 2 – Proposal Phase</b>	
Issue RFP	***11/22/2021***
Voluntary Proposer's Meeting	***12/2/2021***
ATC Submittal Deadline	***2/18/2022***
Deadline for Submitting Proposer questions	***3/3/2022***
Deadline for WSDOT Response to Proposer Questions	***3/11/2022***
Proposals Due	***4/14/2022***
Announce Apparent Best Value Proposer	***5/25/2022***
Estimated Notice to Proceed #1	***7/18/2022***
Estimated Notice to Proceed #2	***10/15/2022***

### 3.3 Questions, Clarifications, Addenda, and Requesting Secure File Transfer Protocol

Questions and requests for clarification regarding this RFQ shall be submitted in writing to the WSDOT Technical Point of Contact. To be considered, all questions and requests must be received by \*\*\*4:59:59 P.M.\*\*\*, Pacific Time (PT), on the date indicated in Table 3.2.

WSDOT reserves the right to revise this RFQ at any time before the SOQs Due Date indicated in Table 3.2. Such revisions, if any, will be announced by addenda to this RFQ.

WSDOT will use the following guidelines when responding to questions, requests for clarification and issuing addenda:

- Addenda, questions, requests for clarification, and responses will be posted to the WSDOT Contract Ad & Award website as specified in Section 2.1 of this RFQ.
- WSDOT will send an email notification to the interested parties list as soon as each addendum, response, or group of responses is issued. The

notification will include an electronic copy of the addendum or clarification.

The Submitters shall acknowledge receipt of all addenda by completing Form A, *Acknowledgment of Receipt of Addenda*, which is included in Appendix A of this RFQ. The completed Form A shall be included in the SOQ submittal package as Appendix C to the SOQ.

Submitters shall contact the WSDOT Contract Ad & Award Office to request or confirm a WSDOT Secure File Transfer Protocol (SFTP) Username and Password to upload their SOQ as indicated in Section 6.2 of this RFQ.

### **3.4 *Ex Parte Communications***

Submitters are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process (commencing with issuance of this RFQ and continuing until execution of the Contract or cancellation of the procurement), no employee, member, agent, advisor, or Consultant of any Submitter shall have any ex parte communications, directly or indirectly, regarding this procurement with any representative of WSDOT, including their staff, advisors, Contractors, or Consultants (as described in Section 5.2) involved with the procurement, except for communications expressly permitted by this RFQ (or, subsequent to issuance of the RFP, except for communications expressly permitted by the RFP).

Any verified allegation that a Submitter or an employee, agent, advisor, Consultant, or Subcontractor of a Submitter has engaged in such prohibited communications or attempted to unduly influence the selection process may be cause for WSDOT to disqualify the Submitter from participating, all at the discretion of WSDOT.

### **3.5 *Voluntary Meeting for Potential Submitters***

WSDOT will hold an informational meeting for potential Submitters regarding this RFQ on the date indicated in Table 3.2. Attendance at this meeting is not a prerequisite to being a Submitter. The meeting will be held from \*\*\*9:00 to 10:00 A.M. PDT on August 30, 2021, via a Microsoft Teams meeting. Prior to the meeting, WSDOT will send an email notification to the interested parties list with the link to the Teams meeting and a notice will be posted to the WSDOT Contract Ad & Award website as specified in Section 2.1 of this RFQ.\*\*\*

### **3.6 *Submitter Secure File Transfer Protocol Username and Password***

WSDOT is requiring that this procurement be submitted completely electronically. Each Submitter shall request a WSDOT SFTP Username and Password via email listed below prior to the date indicated in Table 3.2.

Email: CAA@WSDOT.WA.GOV

Subject line must state: Contract name, Contract number, Request for Username and Password



### 3.7 *WSDOT's Rights*

Throughout the procurement process, WSDOT reserves the right, at its sole discretion, to:

- Appoint evaluation committees to review SOQs and Proposals.
- Investigate the qualifications of any Submitter or Proposer.
- Seek or obtain data from any source related to the SOQs or Proposals.
- Require confirmation of information furnished by a Submitter or Proposer.
- Hold meetings and conduct discussions and correspondence with the Submitters and Proposers to seek an improved understanding and evaluation of the SOQs or Proposals.
- Require additional information from a Submitter or Proposer concerning its SOQ or Proposal.
- Seek and receive clarifications to a SOQ or Proposal.
- Require additional evidence of qualifications to perform the Work.
- Modify the procurement process.
- Waive minor deficiencies and irregularities in a SOQ or Proposal.
- Reject any or all of the SOQs or Proposals.
- Issue a new RFQ or RFP.
- Issue a request for Best and Final Offers.
- Cancel the Contract signed by the selected Design-Builder but not yet executed by WSDOT.
- Not issue a Notice to Proceed (NTP) after execution of the Contract.

## 4. *Scope of the Project*

### 4.1 *Estimated Cost*

The estimated range for the Contract is approximately \*\*\*\$30 to \$50 million\*\*\*.

### 4.2 *Time for Completion*

WSDOT anticipates that the Project will be Substantially Complete by \*\*\*December 31, 2024\*\*\*.

### 4.3 *WSDOT's Project Goals*

WSDOT has established the following goals for the Project:

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#### 1. *Environmental Stewardship and Collaboration*

- a. Design and construct a project that creates high quality aquatic habitat to benefit all life stages of endemic fish and other aquatic life, that meets or exceeds the requirements of the contract and regulatory minimums and ensures long-term success of the stream crossings.

- b. Gain support from public agency project owner, Resource Co-Managers, local jurisdictions, and project stakeholders through timely and effective communication and collaboration.
- c. Minimize impacts to environmentally sensitive areas including wetlands, streams, and riparian areas.

## **2. Minimize Public Impacts**

- a. Develop and implement a project that minimizes or avoids impacts to the neighboring property owners, including their access connections, and the local communities.
- b. Develop and implement strategies that reduce durations of road and/or lane closures on highways and local streets by optimizing construction staging and effectively managing work zones.
- c. Provide public outreach to effectively notify Resource Co-Managers, project stakeholders, surrounding communities and roadway users of upcoming project impacts, including temporary traffic impacts.

## **3. Proactive Management Approach**

- a. Deliver a successful fish barrier replacement project through effective project management, timely communication, and collaboration with the project owner, Resource Co-Managers, and project stakeholders. Public agency projects with multiple barrier replacements are preferred.
- b. Effectively manage project schedule, budget, and risks to identify and resolve issues early and efficiently at the lowest level in partnership with a public agency project owner.

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### **4.4 Project Scope and Status**

The following Project scope is provided to Submitters to assist in developing a team with the expertise that is required for the Project. The Design-Builder shall be responsible for management, design, and construction of the Project. The design and construction by the Design-Builder shall be in accordance with WSDOT's guidelines and standards as required by the RFP. WSDOT's intent is to allow flexibility in design and construction to accommodate processes, procedures, and innovative techniques that are preferred by the Design-Builder, as long as they are consistent with Site conditions, good engineering practices, practical solutions, environmental documents and permits, other standards, guidelines, and procedures identified in the RFP, and the Project goals. The scope of Work presented in this RFQ for the Project may or may not be the final scope of Work presented in the RFP for the Project.

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This Project will remove existing barriers to fish migration at the following SR 108 and US 101 stream crossings and replace with fish passable structures in compliance with the federal injunction regarding fish passage underneath WSDOT highways (Injunction):

- SR 108 MP 5.50 Unnamed Tributary to Skookum Creek(WDFW 991237)
- SR 108 MP 5.54 Unnamed Tributary to Skookum Creek (WDFW 990385)
- SR 108 MP 7.62 Unnamed Tributary to Skookum Creek (WDFW 991672)
- SR 108 MP 8.89 McDonald Creek(WDFW 990278)
- SR 108 MP 9.47 Kamilche Creek (WDFW 997225)
- US 101 MP 357.4 Griggs Creek (WDFW 997161)
- Other elements including, but not limited to, constructing embankments, creek channel grading, paving and pavement marking, signing, temporary illumination, erosion control, and planting.

\*\*\*

This Project is being funded by \*\*\* the State of Washington \*\*\*.

#### **4.4.1      \*\*\**Status of NEPA/SEPA Review***

WSDOT anticipates that a Categorical Exclusion (CE) will be the National Environmental Policy Act (NEPA) document required for this Project and that the Project will be Exempt under the State Environmental Policy Act (SEPA). The NEPA document will be developed and prepared by WSDOT and will be completed prior to the execution of the Contract. WSDOT will provide the NEPA materials as an addendum to the RFP. Because Federal regulations limit the amount and type of work that can be performed prior to the completion of the NEPA process, the Proposers shall be familiar with the regulations and shall comply with the intent of the law.

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#### **4.4.2      \*\*\**Phased Notice to Proceed (NTP)***

The Right of Way acquisition process for Temporary Construction Easements is not anticipated to be complete prior to Contract execution. Consequently, WSDOT may issue two notices to proceed for the Project (NTP 1 and NTP 2). NTP 1 will be issued shortly after Contract execution. NTP 1 will authorize the Design-Builder to proceed with Work where the Temporary Construction Easement acquisition is complete.

The Design-Builder will be restricted from all activities associated with Temporary Construction Easement areas that have not yet been secured by WSDOT prior to issuance of NTP 2.

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1     **5.    Teaming Parameters**

2     **5.1   Major Participant**

3         As used herein, the term “Major Participant” means any of the following entities:

- 4         A. The Submitter, or if the Submitter is a partnership, joint venture, limited  
5             liability company, or other form of association, any general partners, joint  
6             venture members, or members of the Submitter
- 7         B. All individuals, Persons, proprietorships, partnerships, limited liability  
8             partnerships, corporations, professional corporations, limited liability  
9             companies, business associations, or any other legal entity however organized  
10            holding (directly or indirectly) a 15 percent or greater interest in the Submitter
- 11        C. Each entity providing WSDOT pre-qualification in accordance with Section  
12            7.4 of this RFQ
- 13        D. Each lead engineering/design firm
- 14        E. Each engineering/design Subconsultant who is expected to perform 30 percent  
15            or more of the design Work
- 16        F. Each Subcontractor who is expected to perform 20 percent or more of the  
17            construction Work
- 18        G. The firm or personnel who will be providing or performing QA as a Key  
19            Personnel for the Project
- 20        H. Each firm or Person who will be responsible for ensuring environmental  
21            compliance during all phases of project delivery (e.g., design review,  
22            submittal development, environmental training, permit acquisition and  
23            commitment tracking)

24    **5.2   WSDOT Consultant/Technical Support**

25         WSDOT has retained the \*\*\*following\*\*\* consulting firms to provide guidance  
26         in preparing this RFQ, the RFP, and advice on related financial, contractual, and  
27         technical matters.

28         \*\*\*

29         Parametrix

30         HDR

31         Exeltech

32         Historical Research Associates

33         Shannon & Wilson

34         Osborn Consulting

35         Ott-Sakai

PRR

1-Alliance

SCJ Alliance

These firms are prohibited from joining any Submitter's team or otherwise assisting any Submitter in connection with the procurement process.

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### 5.3 *Organizational Conflicts of Interest*

Organizational conflicts of interest means that because of other activities or relationships with other Persons or entities, a Person or entity:

- a) Is unable or potentially unable to render impartial assistance or advice to WSDOT
- b) Is or might be otherwise impaired in its objectivity in performing the Contract Work
- c) Has an unfair competitive advantage

The integrated nature of the design-build project delivery method creates the potential for organizational conflicts of interest. Disclosure, evaluation, neutralization, and mitigation of these conflicts and of the appearance of conflicts are in the interest of the public, WSDOT, and the consulting and construction communities.

WSDOT will take steps to ensure that individuals involved in the preparation of the procurement package, evaluation of SOQs and Proposals, and Design-Builder selection are not influenced by organizational conflicts of interest, and that no Submitter is given an unfair competitive advantage over another.

Attention is directed to the requirement for disclosure of organizational conflicts of interest set forth in 23 CFR Section 636.116(a) (2), WSDOT Secretary's Executive Order E-1059, and WSDOT *Organizational Conflicts of Interest Manual* M 3043. Submitters are required to identify any potential organizational conflicts of interest in Appendix C of the SOQ.

Submitters are required to disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present organizational conflicts of interest. Submitters shall state how their interests, activities, or relationships, or those of the chief executives, directors, Key Personnel, or any proposed Consultant, Subconsultant at any tier, Contractor, or Subcontractor at any tier may result, or could be viewed as, organizational conflicts of interest prior to or in the SOQ, in accordance with WSDOT Secretary's Executive Order E-1059 and WSDOT *Organizational Conflicts of Interest Manual* M 3043. Submitters shall include the *Organizational Conflicts of Interest Certification* and if needed the *Organizational Conflicts of Interest*

1        *Disclosure and Avoidance/Neutralization/Mitigation Plan* (forms contained in  
2        Appendix A) in the SOQ submittal package as Appendix C.

3        If an organizational conflict of interest is determined to exist, WSDOT may, at its  
4        sole discretion: offer the Submitter the opportunity to avoid, neutralize, or  
5        mitigate the organizational conflicts of interest; disqualify the Submitter from  
6        further participation in the procurement; cancel this procurement; or, if award has  
7        already occurred, declare the Proposal nonresponsive and award the Contract to  
8        the next responsive Apparent Best Value Proposer, or cancel the Contract. If the  
9        Submitter was aware of organizational conflicts of interest prior to award of a  
10       Contract and did not disclose the conflict to WSDOT, WSDOT may terminate the  
11       Contract for default. WSDOT may also disqualify a Submitter if any of its Major  
12       Participants, listed in Categories A, B, C, or D in Section 5.1 belong to more than  
13       one Submitter organization.

14       The Submitters shall complete Form B1, *Organizational Conflicts of Interest*  
15       *Certification*, which is included in Appendix A of this RFQ. If necessary, the  
16       Submitters shall also complete Form B2, *Organizational Conflicts of Interest*  
17       *Disclosure and Avoidance/Neutralization/Mitigation Plan*, which is included in  
18       Appendix A of this RFQ. The completed Form B1 (and B2 if necessary) shall be  
19       included in the SOQ submittal package as Appendix C to the SOQ.

#### 20    **5.4    *Team Continuity and Changes to Organizational Structure***

21       Following submittal of the SOQ, Key Personnel, or Major Participants identified  
22       in the SOQ may not at any time be removed or replaced without the written  
23       approval of the WSDOT Technical Point of Contact. The WSDOT Technical  
24       Point of Contact may revoke the Short Listed status of a Submitter if any Key  
25       Personnel or Major Participant identified in the SOQ is removed or replaced  
26       without written approval of the WSDOT Technical Point of Contact. Requests for  
27       removal or replacements shall be submitted in writing to the WSDOT Technical  
28       Point of Contact. To qualify for approval, the written request shall document that  
29       the replacement was beyond the control of the Submitter and how the proposed  
30       removal or replacement will be equal to or better qualified than the Key Personnel  
31       or Major Participant provided in the SOQ. Specifically, the written request shall  
32       include a resume (limit to two pages per Person) for each Major Participant or  
33       Key Personnel and a side-by-side comparison of the original Major Participant or  
34       Key Personnel (as identified in the SOQ) and the proposed Major Participant or  
35       Key Personnel. For Major Participants, this side-by-side comparison shall relate  
36       relevant experience to each of the evaluation criteria identified in Section 7.6.2 of  
37       the RFQ. For Key Personnel, this side-by-side comparison shall relate relevant  
38       experience to the Project goals identified in Section 7.5.3 of the RFQ. Side-by-  
39       side comparisons shall demonstrate that the proposed change is equal or better.  
40       The WSDOT Technical Point of Contact will use the criteria specified in this  
41       RFQ to evaluate all requests. If for any reason a substitution of Key Personnel,  
42       identified in the SOQ is either requested by the Proposer or replacement is  
43       required by WSDOT after award of the Contract, the Proposer may incur  
44       liquidated damages.

**5.5 *Equal Employment Opportunity***

Discrimination in all phases of contracted employment, Consultant activities, contracting activities and training is prohibited by Title VI of the Civil Rights Act of 1964 and other related laws and statutes. These laws (and corresponding regulations) establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions as required by this RFQ. The Proposer will be required to follow State and Federal Equal Employment Opportunity (EEO) laws, as applicable. Further information regarding EEO will be set forth in the RFP.

**5.6 *Disadvantaged Business Enterprises Participation***

This Section is intentionally omitted.

**5.7 *Small and Veteran-Owned Business Enterprises and Minority and Women's Business Enterprise Participation***

**5.7.1 *Small and Veteran-Owned Business Enterprise Participation***

The participation of Small and Veteran Business Enterprises (SVBE) is an important strategic objective for the State. Enforceable SVBE Contract Goals are included in this Contract.

No preference related to SVBE participation will be included in the evaluation of the SOQs and the determination of the short list.

**SVBE Contract Goals**

The amount of SVBE participation that must be attained by the Design-Builder in the two SVBE Contract Goals are expressed as a percentage of the Design-Builders total Proposal Price plus all executed Change Orders.

WSDOT has established the following enforceable SVBE Contract Goals:

- Small Business Enterprises (SBE) \*\*\*5\*\*\* percent
- Veteran-Owned Business (VOB)\*\*\*2\*\*\*percent

Amounts paid to an SVBE will be credited to only one SVBE Contract Goal expressed above (either SBE or VOB, but not both) in which the SVBE firm is eligible.

The Submitter shall submit the first phase of Small and Veteran-Owned Business (SVB) Plan by completing the Form E, Small and Veteran-Owned Business (SVB) Plan Template found in Appendix A of this RFQ. The SVB Plan is a fundamental tool to help the selected Design-Builder get an early start in meeting the Project's enforceable SVBE Contract Goals. The Submitter shall complete SVB Plan Section 1, *Introduction*, Section 2, *Subcontracting Percentages*, and Section 4, *Inclusion Manager* in accordance with the guidelines found in the Form E, *Small and Veteran-Owned Business (SVB) Plan Template* of this RFQ. Short listed submitters

are then encouraged to use this information to develop a complete SVB Plan during the RFP phase of procurement.

The SVB Plan shall be included in the SOQ submittal in Appendix C of the SOQ. The SVB Plan will be reviewed as pass/fail. The SVB Plan shall be completely filled in, not left blank in any areas, shall not contain any notations such as “n/a”, and will be evaluated as pass/fail. Proposers that do not submit an SVB Plan, or submit an SVB Plan that is incomplete, or submit an SVB Plan that cannot be approved because it does not otherwise comply with the requirements of this RFQ, will receive a “fail” rating on the pass/fail criteria. A “fail” rating will lead to a determination that the SOQ is nonresponsive and will be rejected.

#### **5.7.2 *Minority and Women's Business Enterprise Participation***

The participation of Minority and Women Business Enterprise (MWBE) is an important strategic objective for the State. This Contract will include voluntary goals for MWBE participation. The Submitter is encouraged to utilize MWBEs in accordance with, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

Amounts paid to a MWBE will be credited to every voluntary MWBE goal in which they are eligible. Amounts credited to an enforceable SVBE Contract Goal will be credited toward each voluntary MWBE goal in which they are eligible. This may result in SVBE participation being credited to more than one voluntary MWBE goal.

No preference related to MWBE participation will be included in the evaluation of the SOQs; the determination of the short list; and determination of the Apparent Best Value Proposal.

While the goals are voluntary, efforts to provide MWBEs with maximum practicable opportunities are encouraged.

#### **Voluntary MWBE Goals**

Goals for voluntary MWBE participation have been established as a percentage of the Total Proposal Price.

WSDOT has established the following voluntary goals:

- Minority Business Enterprises (MBE) \*\*\*10\*\*\* percent
- Women Business Enterprises (WBE) \*\*\*6\*\*\* percent

### **6. Submittal Quantities and Logistics**

#### **6.1 *Statement of Qualifications Submittal***

Each Submitter shall upload an electronic SOQ to the WSDOT SFTP site. Each Submitter shall provide an electronic version of its SOQ in PDF format, with individual file sizes of less than 200MB, which shall be indexed and bookmarked by section and subtitle to allow for ease of navigation, keyword searching, and information location.



All contents in the electronic SOQ package shall be clearly identified and labeled with the following:

- Submitter's name
- Section title
- \*\*\*SR 108/ US 101/ Mason and Thurston Co Fish Barriers – Remove Fish Barriers \*\*\* Project," "Design-Build Project," and "Statement of Qualifications".

Only the final version of the SOQ shall be upload to the WSDOT SFTP site. If revisions to the uploaded final SOQ are necessary before the SOQ Due Date, the Submitter shall completely replace the SOQ on the WSDOT SFTP site with the revised SOQ. Only a single version of a SOQ shall be on the WSDOT SFTP site at the SOQ Due Date. If multiple versions of a SOQ are on the WSDOT SFTP site after the SOQ Due Date, it may result in the SOQ being declared nonresponsive.

Any SOQ that fails to meet the deadline or delivery requirements may be declared nonresponsive and returned to the Submitter without opening, consideration, or evaluation.

## **6.2 Due Date, Time, and Electronic Location**

SOQs shall be electronically uploaded to the WSDOT SFTP site prior to 11:59:59 p.m. (Midnight) PT, SOQ Due Date indicated in Table 3.2.

Example instructions on how to upload your submittal to the WSDOT SFTP site using the free FTP client FileZilla are available in the online directory for the Project in the folder named "Submittals".

WSDOT is not responsible for any technical difficulties or network issues in using the WSDOT SFTP site. WSDOT recommends testing the WSDOT SFTP site prior to the SOQ Due Date and setting aside extra time to ensure that the SOQ is properly submitted in accordance with this section.

WSDOT will not accept SOQs by facsimile, email, or hard copy transmission.

Any SOQ that fails to meet the deadline or delivery requirements may be declared nonresponsive and returned to the Submitter without opening, consideration, or evaluation.

## **6.3 Withdrawal of Statement of Qualifications**

After electronically submitting a SOQ to the WSDOT SFTP site, the Submitter may withdraw their SOQ by deleting all files from the WSDOT SFTP site prior to the SOQ Due Date.

An electronically submitted SOQ may be revised in accordance with Section 6.1 of this RFQ and resubmitted if WSDOT receives the revised SOQ before the SOQ Due Date.

## 7. Statement of Qualifications Content and Evaluation Criteria

This section outlines the requirements of each section of the SOQ and how each section will be scored.

The information provided in the SOQ will be scored either pass/fail or qualitatively as shown in Table 7.2. If a Submitter receives a passing score on all pass/fail evaluation factors, its SOQ will be further evaluated using the scoring criteria. If a Submitter fails on any single pass/fail requirement, the SOQ may be declared nonresponsive, in which case a qualitative evaluation of the SOQ will not be performed, and the Submitter will not be included on the short list.

A WSDOT evaluation committee will perform a qualitative assessment of the information provided in Sections 2 and 3 and Form C, Reference Information for Major Participant in Appendix C of the SOQ.

The SOQ shall demonstrate, through project experience, the ability of the Key Personnel and Major Participants to successfully complete the Project and meet the Project goals. WSDOT reserves the right to contact references for individuals and projects other than those identified by the Submitter to evaluate past performance.

### 7.1 Qualitative Evaluation Process

The qualitative evaluation score for Sections 2 and 3 will be determined as follows:

- The WSDOT evaluation committee will review each SOQ identifying significant and minor strengths, and significant and minor weaknesses of the submittals. The evaluation committee may also use a "high" or "low" prefix to further differentiate the strengths or weaknesses. When, in the judgment of the evaluation committee, a SOQ element does not equate to a strength or weakness, but is being acknowledged, a "Neutral" will be identified.

**Strengths and weaknesses for Major Participants and the Key Personnel (Project Manager, Construction Manager, Environmental Compliance Manager, Stream Design Engineer, and Design Manager) are defined as follows:**

- **Strengths** – That part of the SOQ which ultimately represents a benefit to the Project and is expected to increase the Submitter's ability to meet or exceed the Project goals identified in Table 7.2. A minor strength has a slight positive influence on the Submitter's ability to meet or exceed the Project goals identified in Table 7.2, while a significant strength has a considerable positive influence on the Submitter's ability to meet or exceed the Project goals identified in Table 7.2.
- **Weaknesses** – That part of the SOQ which detracts from the Submitter's ability to meet the Project goals identified in Table 7.2 or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter's ability to meet the Project goals

identified in Table 7.2, while a significant weakness has a considerable negative influence on the Submitter's ability to meet the Project goals identified in Table 7.2.

**Strengths and weaknesses for the Key Personnel (Inclusion Manager) are defined as follows:**

- **Strengths** – That part of the SOQ that ultimately represents a benefit to the Project and is expected to increase the Submitter's ability to meet or exceed the requirements for the Inclusion Manager in Section 7.5. A minor strength has a slight positive influence on the Submitter's ability to meet these requirements, while a significant strength has a considerable positive influence to meet these requirements.
- **Weaknesses** – That part of the SOQ that detracts from the Submitter's ability to meet the requirements for the Inclusion Manager in Section 7.5 or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter's ability to meet these requirements, while a significant weakness has a considerable influence on the Submitter's ability to meet these requirements.

Based on the identified strengths and weaknesses, the evaluation team will select an adjectival rating and select a percent of maximum score in the identified range in accordance with Table 7.1.

After selecting a percent of maximum score for Sections 2 and 3, the SOQ score will be calculated by multiplying the percent of maximum score by the points available listed in Table 7.2 and then summing the calculated scores.

**Table 7.1**  
**Adjectival Evaluation and Scoring Guide**

Adjective	Description	Percent of Max. Score
Excellent (E)	SOQ supports an extremely strong expectation of successful Project performance if ultimately selected as the Design-Builder. SOQ indicates significant strengths and/or a number of minor strengths and no weaknesses. Submitter provides a consistently outstanding level of quality.	100 - 75 %
Very Good (VG)	SOQ indicates significant strengths and/or minor strengths and no appreciable weaknesses. Minor weaknesses, if any, are offset by strengths. There exists a small possibility that, if ultimately selected as the Design-Builder, the minor weaknesses could slightly adversely affect successful Project performance.	74 - 50 %

**Table 7.1**  
**Adjectival Evaluation and Scoring Guide**

Adjective	Description	Percent of Max. Score
Good (G)	SOQ indicates significant strengths and/or a number of minor strengths. A number of minor and / or significant weaknesses exist that could detract from strengths. While the weaknesses could be improved, minimized, or corrected, it is possible that if ultimately selected as the Design-Builder, the weaknesses could adversely affect successful Project performance. If all elements evaluated for a Section of the SOQ receive “Neutral” designations, then that Sections will be rated at the middle of “Good”.	<u>49 - 25 %</u>
Fair (F)	SOQ indicates weaknesses, significant or minor, which are not offset by significant or minor strengths. It is probable that if ultimately selected as the Design-Builder, the weaknesses would adversely affect successful Project performance.	<u>24 - 10 %</u>
Poor (P)	SOQ indicates existence of significant weaknesses and/or a number of minor weaknesses and no appreciable strengths. SOQ indicates a strong expectation that successful performance could not be achieved if the Submitter were selected as the Design-Builder.	<u>9 - 0 %</u>

1 **7.2 Statement of Qualifications Organization and Scoring**

2 The Submitter shall organize the SOQ using the following section headings, order  
3 of documents, and maximum number of pages:

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

Section	Section Title and Required Information	Maximum Pages	Points Available
1	Introduction Letter	2	Pass/Fail
2	<b>Key Personnel (500)</b>	8	
	<b>Project Manager (150)</b>		
	Goal 1 – Environmental Stewardship and Collaboration		45
	Goal 2 – Minimize Public Impact		45
	Goal 3 – Proactive Management Approach		60
	<b>Stream Design Engineer (100)</b>		
	Goal 1 – Environmental Stewardship and Collaboration		100
	<b>Design Manager (75)</b>		

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

<b>Section</b>	<b>Section Title and Required Information</b>	<b>Maximum Pages</b>	<b>Points Available</b>
	Goal 1 – Environmental Stewardship and Collaboration		30
	Goal 2 – Minimize Public Impact		30
	Goal 3 – Proactive Management Approach		15
	<b>Construction Manager (75)</b>		
	Goal 1 – Environmental Stewardship and Collaboration		15
	Goal 2 – Minimize Public Impact		30
	Goal 3 – Proactive Management Approach		30
	<b>Environmental Compliance Manager (100)</b>		
	Goal 1 – Environmental Stewardship and Collaboration		60
	Goal 3 – Proactive Management Approach		40
	<b>Inclusion Manager</b>	1 (does not count against above max page limit)	Pass/Fail
3	<b>Major Participants (500)</b>	8	
	<b>Submitter (Major Participant meeting Categories A and B of Section 5.1) (150)</b>		
	Goal 1 Environmental Stewardship and Collaboration		50
	Goal 2 Minimize Public Impacts		50
	Goal 3 Proactive Management Approach		50
	<b>Construction Firm (Major Participant meeting Categories C and F of Section 5.1) (100)</b>		
	Goal 1 Environmental Stewardship and Collaboration		50
	Goal 2 Minimize Public Impacts		50
	<b>Engineering/Design Firm (Major Participant meeting Categories D and E of Section 5.1) (100)</b>		
	Goal 1 Environmental Stewardship and Collaboration		60
	Goal 2 Minimize Public Impacts		40
	<b>Environmental Compliance Firm/Person (Major Participant meeting Category H of Section 5.1) (150)</b>		

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

<b>Section</b>	<b>Section Title and Required Information</b>	<b>Maximum Pages</b>	<b>Points Available</b>
	Goal 1 Environmental Stewardship and Collaboration		150
	<b>Quality Assurance Firm/Person (Major Participant meeting Category G of Section 5.1)</b>	1 (does not count against above max page limit)	Pass/Fail
	<b>Appendices</b>		
Appendix A	Legal	As required	Pass/Fail
Appendix B	Financial	As required	Pass/Fail
Appendix C	Form A: <i>Acknowledgment of Receipt of Addenda</i>	1	Pass/Fail
Appendix C	Form B1: <i>Organizational Conflicts of Interest Certification</i>	1	Pass/Fail
Appendix C	Form B2: <i>Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan</i>	As required	Pass/Fail
Appendix C	Form C: <i>Major Participant Reference Information</i>	As required	Pass/Fail
Appendix C	Form D: <i>Design-Builder Certification Wage Law Compliance – Responsibility Criteria Washington State Public Works Contracts</i>	As required	Pass/Fail
Appendix C	Form E, <i>Small and Veteran-Owned Business (SVB) Plan</i>	As required	Pass/Fail
	Total		1,000

### 1 7.3 Statement of Qualifications Format

2 The SOQ shall be formatted as follows:

- 3 • **File Type** – SOQs shall be submitted as a PDF. All PDF files shall be
- 4 flattened; PDF files shall be unlocked; embedded video, audio, or multimedia
- 5 shall not be used.
- 6 • **File Size** – Individual file sizes shall not exceed 200MB; files shall not be
- 7 zipped.
- 8 • **Language** - All information shall be in English.
- 9 • **Type Font** – Font shall be Times New Roman.
- 10 • **Font Size** – Font size shall be a minimum of 12 points.
- 11 • **Spacing and Size** - All text shall be single-spaced.
- 12 • **Style** – Other than in a regular style font at a minimum font of 12 points. The
- 13 type style and size and Times New Roman font, heading styles of headings
- 14 and figures are not prescribed.

- **Columns** – Pages shall use single columns except for 11 by 17-inch pages with charts or exhibits.
- **Page Size** - Except for charts, exhibits, and other illustrative and graphical information, all information shall be submitted on 8.5 by 11-inch portrait-oriented pages. Charts, exhibits, and other illustrative and graphical information may be on 11 by 17-inch pages. Text on 11 by 17-inch pages shall be limited to contextual information relating to charts, exhibits, and other illustrative and graphical information. Examples of contextual information include titles, labels, legends, and concise descriptive captions. The 11 by 17-inch pages, if any, shall be folded to 8.5 by 11-inch and will be counted as one page.
- **Page Margins** – Page margins shall be a minimum of 0.75 inches from any page edge.- No text, tables, figures, photos, or other substantive content shall extend into the margin.
- **Page Limit** - Page limits are described in Table 7.2. The SOQ shall include only information required by this RFQ. No other information will be considered in the evaluation of the SOQ. All pages that exceed the specified page limit will be deleted prior to evaluation.
- **Hyperlinks** - Hyperlinks to material outside the SOQ shall not be used. Any links to other information will be ignored and not be considered in the evaluation of the SOQ.
- Recycled/recyclable products are strongly encouraged. Double-sided printing is strongly encouraged.
- **Dividers** - Section dividers will not be counted toward the allowable page total and shall contain, at a minimum, one of the following:
  - a) Section number
  - b) Section title
  - c) No other text is permitted on the dividers..
- **Front Cover** - The front cover will not be counted towards the page limit of and shall be labeled with the name of the Submitter, along with the following:  
\*\*\* SR 108/ US 101/ Mason and Thurston Co Fish Barriers – Remove Fish Barriers \*\*\* Project  
Design-Build Project  
Statement of Qualifications  
[Date of Submittal]

#### 7.4 Introduction Letter (Section 1) (pass/fail)

The Introduction Letter shall be addressed to the WSDOT Technical Point of Contact, and it shall include the following information:

- Submitter name, address, business type (e.g., corporation, partnership, joint venture).
- Roles of the Submitter and each Major Participant.

- A statement that the Submitter is pre-qualified with WSDOT with a maximum bidding capacity of \*\*\*\$50,000,000\*\*\* or more.
- A statement that the Submitter or at least one Major Participant who is performing construction, is pre-qualified with WSDOT for Work Class \*\*\*6\*\*\* in the amount of \*\*\*\$20,000,000\*\*\* or more.
- Identification of a single contact Person, address, telephone number, and email.
- Certification of the truth and correctness of the SOQ.
- Statement that the Submitter shall comply with Applicable Laws and regulations.
- Signature of authorized representatives.

#### **7.4.1 Evaluation Criteria**

The Introduction Letter will be evaluated on a pass/fail basis. At the discretion of the WSDOT Evaluation Committee, contents of the Introduction Letter may be considered during qualitative assessment of the SOQ.

#### **7.5 Key Personnel (Section 2) (\*\*\*500\*\*\* Points)**

The purpose of this section is to demonstrate the Submitters' understanding of how the experiences and qualifications of the Key Personnel can contribute to the overall success of the Project. The Submitter shall present the Key Personnel and explain how their experiences and past performance make them uniquely qualified to lead the Project.

WSDOT seeks Key Personnel who can demonstrate experience on major roadway projects with a similar level of complexity. The Submitter shall relate relevant experience of the Key Personnel to the Project goals identified in Table 7.2. This section shall include experience of the Key Personnel related to design and construction.

For the duration of the Project activities that involve their areas of responsibility, all Key Personnel shall be required to be readily available to attend task force meetings, over-the shoulder reviews, status meetings, and respond to issues as they arise.

The Key Personnel include the following:

##### **Project Manager**

- The Design-Builder's Project Manager shall be responsible for the overall design, construction, schedule, budget, quality management, and Contract administration for the Project. It is the Project Manager's responsibility to ensure the Project is managed and delivered in accordance with the Contract requirements and to ensure that the Design-Builder meets or exceeds the Project goals. The Project Manager shall have a minimum of



1           \*\*\*5\*\*\* years of experience in managing the delivery of transportation  
2 projects of similar scope and complexity. This Person shall be assigned to  
3 the Project full-time from NTP to Physical Completion and available to  
4 assist in issue resolution from NTP through Completion.

5           **Design Manager**

- 6           • The Design Manager shall be responsible for ensuring that the overall  
7 Project design is completed, design criteria are met, and the design is  
8 managed and delivered to meet or exceed the Project goals. The Design  
9 Manager shall have a minimum of \*\*\*5\*\*\* years of experience managing  
10 the design of transportation projects of similar scope and complexity. The  
11 Design Manager shall be assigned to the Project full-time from NTP  
12 through Substantial Completion of the design effort and shall be available  
13 as needed during construction activities.
- 14          • The Design Manager shall be a Professional Engineer prior to execution of  
15 the Contract. Unless otherwise stated, WSDOT will not require that the  
16 Design Manager's professional engineering license be in place as of the  
17 Proposal Due Date, provided the Proposal includes a commitment that the  
18 license will be obtained prior to execution of the Contract, and provided  
19 further that WSDOT determines that the designated individual is qualified  
20 to obtain a license. If, at WSDOT's discretion, the Design Manager fails to  
21 meet the minimum qualifications described in this Section, WSDOT may  
22 disqualify the Proposer. If a Proposer is selected and the Design Manager's  
23 license is not in place at the time of Contract execution, WSDOT shall  
24 require the Design-Builder to replace the Design Manager with someone  
25 who is a Professional Engineer and who meets the minimum qualifications  
26 described in this Section. The Washington State Department of Licensing  
27 makes all determinations whether an applicant is qualified for licensure as  
28 a Professional Engineer in the State.
- 29          • The licensure requirements for the Design Manager will be initially  
30 evaluated as either "Pass" or "Fail." A "Fail" rating can be considered a  
31 basis for rejecting the SOQ.

32           **Construction Manager**

- 33          • The Construction Manager shall be responsible for all Project construction.  
34 It is the Construction Manager's responsibility to ensure the construction is  
35 managed and delivered in accordance with the Contract requirements and  
36 to ensure that the Work meets or exceeds the Project goals. The  
37 Construction Manager shall have a minimum of \*\*\*5\*\*\* years of  
38 experience managing the construction of transportation projects of similar  
39 scope and complexity. The Construction Manager shall have experience  
40 with managing a diverse group of Subcontractors and coordinating with  
41 public project owners to comply with Local Agency and environmental  
42 issues and requirements. This Person shall be available for design package  
43 review and shall be available to attend Project meetings during

1 construction. This Person shall be assigned to the Project full-time during  
2 construction activities.

3 **Inclusion Manager**

- 4 • The Inclusion Manager shall be responsible for developing and  
5 implementing an approved SVB Plan during the RFP based on  
6 requirements in the ITP.
- 7 • The Inclusion Manager shall be responsible for developing and  
8 implementing an MWBE Inclusion Plan based on the MWBE Participation  
9 Plan Drafting Guidelines for projects with Small and Veteran's Business  
10 Enforceable Goals found at:  
11 <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm> for the  
12 Project.
- 13 • The Inclusion Manager shall have a minimum of five years of experience  
14 managing, recruiting and working with MWBE and SVBE firms and shall  
15 be familiar with the following
  - 16 ○ Working with local MWBE and SVBE communities,
  - 17 ○ The capabilities and capacities of local MWBE and SVBE firms,
  - 18 ○ Experience in recruiting and working with MWBE and SVBE firms  
19 for design-build projects,
  - 20 ○ Experience in assisting MWBE and SVBE firms to develop  
21 relationships with contractors.
- 22 • The Inclusion Manager shall be assigned to the Project from Notice to  
23 Proceed through Physical Completion and shall be available during all  
24 MWBE and SVBE related activities.
- 25 • Describe any awards or recognition received relating to diversity and  
26 inclusion on past projects.
- 27 • Describe the Inclusion Manager's past performance with subcontracting  
28 and/or sub-consulting with diverse business.
- 29 • Describe the strategies the Inclusion Manager used on past projects to  
30 support participation and how their experience will translate to the Project.

31 \*\*\*

32 **Environmental Compliance Manager**

- 33 • The Environmental Compliance Manager (ECM) shall be responsible for  
34 the overall environmental compliance for the Project and shall function as  
35 principal technical advisor and coordinator for environmental issues. The  
36 ECM will be the responsible agent for environmental permit applications as  
37 well as oversight for environmental compliance during Project  
38 Construction. This work includes but is not limited to: working directly  
39 with the design and construction teams to ensure that impacts are  
40 minimized and the Project is constructed in a manner consistent with  
41 environmental commitments, permit terms and conditions, and / or other  
42 requirements identified in permits or approvals from regulatory agencies,  
43 confirming that the project is consistent with the project description and

analysis conducted to provide design support for NEPA and permitting, developing mitigation strategies/plans, coordinating the channel design and restoration strategies with WSDOT, Tribal and agency partners, and tracking and closing out of environmental comments.

- ECM Minimum Requirements:

- A. 5 years of experience managing environmental documentation and permit acquisition for roadway projects that involved fish passage improvements.
- B. Has direct experience as the responsible agent for obtaining regulatory approvals for fish passage projects in Washington, including at least one project within the last 3 years.
- C. Has direct experience with acquiring environmental approvals or permits for Fish Habitat Enhancement Projects as defined by RCW 77.55.181.
- D. Has direct experience managing environmental compliance during construction.
- E. Experience in facilitating communication among stakeholders, tribes, and regulatory agencies.
- F. If WSDOT determines that the Environmental Compliance Manager fails to meet the minimum qualifications described in this Section, WSDOT may reject the SOQ.
- ECM Desirable Qualifications:
  - G. Is a current Certified Erosion and Sediment Control Lead (CESCL) recognized by Washington State Department of Ecology.

- **Stream Design Engineer**

- The Stream Design Engineer (SDE) shall lead the day-to-day effort for designing the stream and its habitat in a manner consistent with the PHD requirements, environmental commitments, permit terms and conditions, or any other requirements identified in permits or approvals from regulatory agencies.
- Confirm that the stream design is consistent with the project description and analysis conducted to NEPA and permitting. This design work shall include specialty design Work including compliance with the Injunction, hydraulic design, hydrology, stream grading, stream restoration with large woody material (LWM) placement with and without anchor system design, stream restoration with natural habitat diversity features, stream or river embankment stabilization, flood risk analysis, geomorphology, zero rise analysis, scour analysis, streambed material design, and backwater analysis. The channel design and other elements as described above shall be designed by, or under the direct supervision of the SDE. The SDE shall be the Engineer of Record (EOR) for these specialty designs. The SDE shall be responsible for all hydraulic and hydrology Work revisions for the duration of the Contract.
- Stream Design Engineer Required Minimum Qualifications:

- A. Shall have a minimum of 10 years of experience in the Work listed above.
- B. Shall have completed the design, within the last 5 years, of a minimum of three successful fish passage Projects of Similar Scope and Complexity. To be considered successful, the fish passage structures shall have been in service and remained fish passable, without modification.
- C. Shall be a Professional Engineer in the State of Washington.
- D. SDE Desirable Qualifications:
- E. Experience includes direct field construction support that facilitated successful implementation and modification on a Project of Similar Scope and Complexity.

- Key Personnel Resumes

Resumes for Key Personnel shall be provided in this section. Resumes shall not exceed two pages per Key Personnel and will not count towards the maximum page count listed in Table 7.2.

Resumes shall highlight the following information:

- Relevant education, training, licensing, and registration/certification
- Years of experience performing similar Work
- Actual work examples relevant to the Project including projects, contracting method used, dates spent on the project, and duties performed

### **7.5.1 References**

For each Key Personnel, list three references from different projects that are included on the resume. All references shall be the owner representative who is most familiar with the Key Personnel, and who could best answer project-specific questions. Provide the owner representative's name, email address, and phone number. The owner representative may be a Consultant who acted on behalf of the owner for the project. The references must not work for the same company of the Person they are referencing. It is important to ensure that the references listed have specific knowledge of the Person's experience on the project. Include contracting method for each project listed. Two of the three references for each Key Personnel shall be from projects that are at least 75 percent complete.

WSDOT reserves the right to contact references other than those identified by the Submitter to evaluate past performance.

### **7.5.2 Evaluation Criteria**

The Project Manager, Stream Design Engineer, Construction Manager, Design Manager, and Environmental Compliance Manager will be evaluated individually on demonstrated experience to successfully fulfill management roles and to successfully meet the Project goals identified in Table 7.2 while managing projects of similar scope and complexity. For each Key Personnel, the Submitter shall relate relevant project experience and performance for each of the Project

goals identified in Table 7.2. Experience and performance during the last 5 years will carry more importance. Demonstrated experience on projects that include fish barrier removal is preferred.

The Inclusion Manager shall be evaluated on past projects they have supported with participation goals that include MBE, SBE, VOB and WBE firms and the person's demonstrated ability to meet the requirements described above. This position will not be evaluated against the Project goals.

Past performance of Key Personnel may be checked by contacting references and will be considered during evaluations.

Maximum points available are listed in Table 7.2.

## **7.6 Major Participants (Section 3) (\*\*500\*\* Points)**

WSDOT seeks Submitters who can demonstrate design and construction experience on major transportation projects. This Section shall describe the details and complexity of one or more projects. Major Participants listed in Categories A, C, D, E, F, G, and H in Section 5.1 shall have at least one project identified. References shall be provided for all projects listed.

### **7.6.1 References**

Project reference information shall be provided on Part 1 of Form C and shall be included in Appendix C of the SOQ. References shall be provided for all projects listed. Part 1 of Form C shall not exceed one page. Project reference information shall include the following:

- Scheduled completion milestones based on the Proposal and actual or current projected completion dates
- Contractor or design firms being referenced
- Contract amount
- Description of the work or services provided, and percentage of the overall project actually performed by each of the Major Participant(s)
- Contracting method (design-build, GCCM, design-bid-build, etc.)
- References (owner representative name, email address, and phone number)

All references shall identify the owner representative who is most familiar with the project and who could best answer project-specific questions. The owner representative may be a Consultant who acted on behalf of the owner for the project. The references must not work for the same company of the Person they are referencing. At least one reference for each Major Participant shall be from a project that is at least 75 percent complete.

References may be contacted at WSDOT's discretion to verify information provided in the SOQ.

## 7.6.2 Evaluation Criteria

The Major Participants will be evaluated on demonstrated project experience and performance. For each Major Participant, the Submitter shall relate relevant project experience for each of the applicable criteria or Project goals:

1. \*\*\* Environmental Stewardship and Collaboration\*\*\*
2. \*\*\*Minimize Public Impacts\*\*\*
3. \*\*\*Proactive Management Approach \*\*\*\*\*

Submitters will be scored on how their experience on previous projects, related to the numbered criteria above, prepares their team for success on this Project.

Demonstrated experience on projects of similar scope and complexity is preferred. Submitters shall describe how skills and experience gained on listed projects will be translated to the staff committed to delivering this Project.

WSDOT plans to evaluate Submitters based on their performance on previous projects. Past performance of Major Participants may be checked by contacting references.

For each of the projects referenced by Major Participants listed in Categories A and C in Section 5.1, Submitters shall complete Part 2 of Form C. Part 2 of Form C shall not exceed one page. Submitters shall include the following information in the narrative:

- **Issue Resolution** - Provide details and an explanation for any dispute proceedings associated with disputes review board procedures, claims, arbitration, or litigation that stemmed from the projects identified in the narrative. This information provided by Submitters will be assessed with respect to number \*\*\*Project Goal #3\*\*\* of this Section.
- **Sanctions** - For each project listed in the narrative, identify any violations, penalties, fines, or Liquidated Damages assessed against a Major Participant resulting from safety violations; DBE Program violations, permit non-compliance; contract lane restriction violations; and delays to Substantial Completion, Physical Completion, or interim project milestones identified in the Contract. Describe the reason for the sanction(s) and total value assessed against the Major Participant on the project. This project information provided by Submitters will be scored against number(s) \*\*\*all Project Goals\*\*\* of this Section.

With respect to the information solicited in this Section, failure to provide requested information, incomplete or inaccurate submissions, or nonresponsive submissions may, at the sole discretion of WSDOT, result in the SOQ to be deemed as nonresponsive.

Maximum points available for each criterion are listed in Table 7.2.

## 7.7 Legal (Appendix A) (pass/fail)

The Submitter shall provide a description of the legal entity proposed as the Design-Builder. If the Submitter's legal entity has already been formed, the

Submitter shall provide complete copies of the organizational documents, along with those documents that allow, or would allow by the time of Contract award, the Submitter and its team members to conduct business in the State. If the Submitter's legal entity has not yet been formed, then the Submitter shall provide a brief description of the proposed legal structure and provide draft/final copies of the underlying agreements. Once the legal entity is finalized, the Submitter shall supplement its SOQ with copies of the final organizational documents. The final organizational documents shall be submitted no later than 15 Calendar Days before the Proposal Due Date as described in the RFP.

If the Submitter is a joint venture, limited liability company, partnership, or other association, the Submitter shall provide an express statement from each of the partners/members as to their joint and several liability on the Project. The Submitter shall use WSDOT Standard Form 410-009 *Individual Project Statement of Joint Venture*. This form is available for download at: [www.wsdot.wa.gov/biz/contaa/prequal](http://www.wsdot.wa.gov/biz/contaa/prequal).

In the instructions to Form 410-009, the requirement for pre-qualification applies to those firms performing construction Work on the Project (e.g., Contractors). The pre-qualification requirement does not apply to joint venture members providing design and engineering services only.

Interested Submitters not currently pre-qualified with WSDOT should contact the WSDOT Contract Ad & Award Office.

#### **7.7.1 Evaluation Criteria**

Appendix A will be reviewed on a pass/fail basis only, and not as part of the qualitative assessment of the SOQ.

#### **7.8 Financial (Appendix B) (pass/fail)**

The Submitter shall provide a letter from a Surety or insurance company stating whether or not the Submitter is capable of obtaining Proposal and Contract Bonds as indicated in Table 7.8 below.

**Table 7.8**  
**Financial Information**

<b>Proposal Bond/Security Penal Sum</b>	<b>Performance and Payment Bond Penal Sum</b>
***\$2,000,000***	***\$50,000,000***
The identified amounts are for RFQ purposes only. Actual amounts of bond/security required by the Contract may vary and shall be in compliance with applicable State law.	

A performance and payment bond is a surety bond furnished by the Design-Builder and the Design-Builder's surety that guarantees performance of the Work and payment to laborers, mechanics, Subcontractors, and materials suppliers in

1 accordance with State law. The Contract Bond is intended to provide protection to  
2 WSDOT for the Design-Builder's obligations with respect to construction and  
3 post construction phases of the Project.

4 The Surety letter shall expire no sooner than the Proposal Due Date. Letters  
5 indicating “unlimited” bonding capability are not acceptable. The Surety or  
6 insurance company providing the letter must be authorized to do business in the  
7 State with an A.M. Best Co. "Best's Rating" of A- or better.

#### 8 **7.8.1 Evaluation Criteria**

9 Appendix B will be reviewed on a pass/fail basis only, and not as part of the  
10 qualitative assessment of the SOQ.

#### 11 **7.9 Forms (Appendix C)**

12 Include Form A, *Acknowledgement of Receipt of Addenda*, included in Appendix  
13 A of this RFQ.

14 Include Form B1, *Organizational Conflicts of Interest Certification*, and Form  
15 B2, *Organizational Conflicts of Interest Disclosure and*  
16 *Avoidance/Neutralization/Mitigation Plan* (if necessary), included in Appendix A  
17 of this RFQ.

18 Include Form C, *Reference Information for Major Participants*, included in  
19 Appendix A of this RFQ.

20 Include Form D, *Design-Builder Certification Wage Law Compliance –*  
21 *Responsibility Criteria Washington State Public Works Contracts*, included in  
22 Appendix A of this RFQ. If the Submitter is a joint venture, limited liability  
23 company, partnership, or other association, the Submitter shall provide a  
24 Certification of Wage Law Compliance from each of the partners/members.

25 Include Form E, *Small and Veteran-Owned Business (SVB) Plan*, included in  
26 Appendix A of this RFQ.

#### 27 **7.9.1 Evaluation Criteria**

28 Forms A, B1, B2, D, and E will be reviewed on a pass/fail basis only, and not as  
29 part of the qualitative assessment of the SOQ. Form C will be reviewed on a  
30 pass/fail basis and will be used to evaluate references as part of the qualitative  
31 assessment of the SOQ.

#### 32 **7.10 Debriefing**

33 Within 14 Calendar Days after the Protest period, WSDOT will be available for  
34 an oral debriefing session. Only Submitters who submit a responsive SOQ may  
35 request debriefing to discuss the evaluation of their Submittal. A written request  
36 must be made to the WSDOT Technical Point of Contact by an authorized  
37 representative of a Submitter.



**7.11 *Protest Procedures***

This Section sets forth the exclusive protest remedies available with respect to this RFQ. By submitting its SOQ, each Submitter acknowledges the limitation on its rights to protest as set forth in this RFQ; waives all other rights and remedies; and agrees that the decision on any protest, as provided in this RFQ, shall be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Submitters. Such waiver and agreement by each Submitter are also consideration to each other Submitter for making the same waiver and agreement.

All protests and related materials shall be filed by email, to the Protest Official. The email subject line shall be “Protest for Contract Name and Contract Number”. The Protest Official is identified as:

Jenna Ball  
WSDOT Contract Ad & Award Office  
[CAA@WSDOT.WA.GOV](mailto:CAA@WSDOT.WA.GOV)

**7.12 *Protests Regarding the Request for Qualifications***

The Submitter may protest the terms of this RFQ prior to the time for submission of the SOQ on the grounds that a material provision in this RFQ is ambiguous; any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or this RFQ in whole or in part exceeds the authority of WSDOT. Protests regarding this RFQ shall be filed only after the Submitter has informally discussed the nature and basis of the protest with the WSDOT Technical Point of Contact in an effort to remove the grounds for protest.

Protests regarding this RFQ shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of it. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests regarding this RFQ shall be filed as soon as the basis for protest is known to the Submitter, but in any event it must be actually received by no later than 4:59:59 p.m., PT, on the 10<sup>th</sup> Calendar Day before the SOQ Due Date, provided that protests regarding an addendum to this RFQ shall be filed and actually received by WSDOT no later than 4:59:59 p.m., PT, on the 5<sup>th</sup> Calendar Day after the addendum to this RFQ is issued (or no later than the SOQ Due Date, if earlier).

WSDOT will distribute copies of the protest to the other Submitters and may request the other Submitters to submit statements or arguments regarding the protest. At its discretion, WSDOT may discuss the protest with the protesting Submitter. If other Submitters are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within 7 Calendar Days of the request, and such responses shall be received no later than 4:59:59 p.m., PT, on the 7<sup>th</sup> Calendar Day after the request.

The protesting Submitter shall have the burden of proving its protest by establishing by a preponderance of the evidence that WSDOT's decisions concerning the SOQ were arbitrary and capricious. No hearing will be held on the protest. The Protest Official or its designee will decide the protest on the basis of the written submissions. WSDOT will furnish copies of the decision in writing to each Submitter. The decision shall be final and conclusive. If necessary, to address the issues raised in the protest, WSDOT will make appropriate revisions to this RFQ by issuing addenda. At its discretion and if necessary, WSDOT may extend the SOQ Due Date to address any protest issues. Each party shall bear its own attorney's fees and legal costs that may result from the protest.

The failure of a Submitter to raise the grounds for a protest regarding this RFQ within the applicable time period shall constitute an unconditional waiver of the right to protest the terms of this RFQ and shall preclude consideration of that ground in any protest of qualification of a Submitter.

### **7.13 *Protests Regarding Responsiveness and Short Listing***

A Submitter may protest the results of the above-described evaluation and qualification process by filing a notice of protest by email to the Protest Official. The email subject line shall be "Protest for Contract Name and Contract Number". WSDOT will distribute a copy of the notice of protest to the other Submitters.

Notice of protest of any decision of a SOQ's responsiveness must be filed by no later 4:59:59 p.m., PT, on the 5<sup>th</sup> Calendar Day after the earliest to occur of (i) notification of nonresponsiveness; (ii) the scheduled date for oral meetings and presentations (if any); or (iii) the publication of the Short Listed Submitters notice on Ad & Award website:

<http://www.wsdot.wa.gov/biz/contaa/ProjectContracts/DESIGNBUILDCONTRACTS/default.htm>. By no later than 4:59:59 p.m., PT, on the 10<sup>th</sup> Calendar Day after the earlier of (i) - (iii) above, the protesting Submitter must file with the Protest Official a detailed statement of the grounds, facts, and legal authorities, including all documents and evidentiary statements, in support of the protest.

Notice of protest of the decision on Short Listed Submitters must be filed and received by the Protest Official by no later than 4:59:59 p.m., PT, on the 5<sup>th</sup> Calendar Day after posting of the announcement of the Short Listed Submitters.

By no later than 4:59:59 p.m., PT, on the 10<sup>th</sup> Calendar Day after posting the announcement of the Short Listed Submitters, the protesting Submitter must file with the Protest Official a detailed statement of the grounds, facts, and legal authorities, including all documents and evidentiary statements, in support of the protest.

Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Submitter shall have the burden of proving, by a preponderance of the evidence, that the decision of WSDOT being protested was arbitrary and capricious. WSDOT will distribute a copy of the detailed statement to all other Submitters.

1 Failure to file a notice of protest or a detailed statement within the applicable time  
2 period shall constitute an unconditional waiver of the right to protest the  
3 evaluation or short listing process and decisions.

4 Other Submitters may file a statement with the Protest Official by email in  
5 support of or in opposition to the protest. The statement must be filed by no later  
6 than 4:59:59 p.m., PT, on the 7<sup>th</sup> Calendar Day after the protesting Submitter files  
7 its detailed statement of protest. WSDOT will promptly forward copies of any  
8 statements to the protesting Submitter.

9 Unless otherwise required by law, no evidentiary hearing or oral argument shall  
10 be provided. At the sole discretion of the Protest Official or its designee, a hearing  
11 or argument may be permitted, if necessary, for protection of the public interest or  
12 an expressed, legally recognized interest of a Submitter or WSDOT. The Protest  
13 Official or its designee shall issue a written decision regarding the protest within  
14 15 Calendar Days after the Protest Official receives the detailed statement of  
15 protest. The decision shall be final and conclusive. The Protest Official or its  
16 designee shall deliver the written decision to the protesting Submitter and copies  
17 to the other Submitters.

18 If a notice of protest regarding responsiveness is filed prior to the oral meetings  
19 and presentation process (if any), WSDOT may proceed with the oral meetings  
20 and presentation process and may short list Submitters before the protest is  
21 withdrawn or decided, unless the Protest Official or its designee determines, at  
22 their discretion, that it is in the public interest to postpone the short list  
23 announcement prior to a decision. Such a determination shall be in writing and  
24 shall state the facts on which it is based.

25 If the Protest Official or its designee concludes that the Submitter filing the  
26 protest has established a basis for protest, the Protest Official or its designee will  
27 determine what remedial steps, if any, are necessary or appropriate to address the  
28 issue raised in the protest. The steps may include, but are not limited to,  
29 submitting the issue to the WSDOT Evaluation Committee to determine whether  
30 the list of Submitters selected to submit Proposals should be revised; withdrawing  
31 or revising the decisions; issuing a new RFQ; or taking other appropriate actions.

32 If the protest is denied, the protesting Submitter may seek judicial review of  
33 WSDOT's decision in the Superior Court of Thurston County, Washington within  
34 5 Calendar Days of receiving WSDOT's decision denying the protest. Each party  
35 shall bear its own attorney fees, expert witness fees, and all other legal costs.

#### 36 **7.14 Costs and Damages**

37 WSDOT shall not be liable for damages to the Submitter filing the protest or to  
38 any participant in the protest, on any basis, express or implied.

#### 39 **End of Request for Qualifications**

40

1  
2  
3

**Appendix A**  
**Request for Qualifications Forms**

**FORM A**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

(To be included in Appendix C of the Statement of Qualifications)

---

Name of Submitter

We hereby acknowledge receipt of the \*\*\* SR 108/ US 101/ Mason and Thurston Co Fish Barriers – Remove Fish Barriers \$\$\$\*\*\* Project Request for Qualifications dated, and subsequent addenda and responses to questions by the Washington State Department of Transportation as follows:

**ADDENDUM No.**

<b>Response to Questions No.</b>	<b>Date Issued</b>
----------------------------------	--------------------

Signed	Date
--------	------

Typed Name	Title
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**FORM B1**

**ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

To be signed by authorized signatory of Submitter  
(To be included in Appendix C of the Statement of Qualifications)

My signature below certifies that, prior to submitting this Statement of Qualifications, I have conducted an internal review of Submitter’s current affiliations and have the required (Submitter) team members to identify potential, real, or perceived organizational conflicts of interest relative to the anticipated procurement, in accordance with the WSDOT Secretary’s Executive Order E-1059 and WSDOT *Organizational Conflicts of Interest Manual* M 3043.

I further certify that “*Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan*” forms are attached, as listed below, for all potential, real or perceived organizational conflicts of interest as defined in WSDOT *Organizational Conflicts of Interest Manual* M 3043 for all Submitter team members.

---

Signed	Date
--------	------

---

Typed Name	Title
------------	-------

List Attachments by name of Person or firm potentially conflicted:

**FORM B2**

**ORGANIZATIONAL CONFLICTS OF INTEREST  
DISCLOSURE AND AVOIDANCE/NEUTRALIZATION/MITIGATION PLAN**

To be signed by authorized signatory of Submitter  
(To be included in Appendix C of the Statement of Qualifications, if needed)

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which are a result of activities or relationships with other Persons or entities, such Person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to WSDOT
2. Is or might be otherwise impaired in its objectivity in performing the Contract Work
3. Has an unfair competitive advantage

SECTION I of this disclosure statement describes the potential organizational conflicts of interest, as described in Secretary's Executive Order E 1059 and WSDOT *Organizational Conflicts of Interest Manual* M 3043. SECTION II of this disclosure statement describes the management plan for avoiding, neutralizing, or mitigating the potential organizational conflicts of interest as described in SECTION I of this disclosure statement. I acknowledge that the Washington State Department of Transportation (WSDOT) may require revisions to the management plan described in SECTION II of this disclosure statement prior to approving it, and that WSDOT has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure statement.

**SECTION Ia – Name of Person or Firm Potentially Conflicted**

**SECTION Ib – Current Project Name and Scope of Work**

**SECTION Ic – Future Project Name and Description of Potential Conflict of Interest**

**SECTION II - Plan for Managing Potential Conflicts of Interest**

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Signed	Date
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Typed Name	Title
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1

## FORM C

2

### REFERENCE INFORMATION FOR MAJOR PARTICIPANTS

3

(To be included in Appendix C of the Statement of Qualifications)

<b>Name of Major Participant:</b>
<b>Category of Major Participant (See RFQ Section 5.1):</b>

4

#### PART 1 (Required for all Projects listed for all Major Participants)

<b>Title of Referenced Project:</b>	
<b>Description of the Work/Services Provided:</b>	
<b>Percentage of Overall Project Work Performed by Major Participant: %</b>	
<b>Reference</b> Owner Name: Contact Name: Email: Phone:	
<b>Contract Amount:</b>	<b>Other Completion Milestones</b>  Description: Proposed: Actual/Projected:  Description: Proposed: Actual/Projected:  Description: Proposed: Actual/Projected:
<b>Contracting Method:</b>	
<b>% Complete: %</b>	
<b>Substantial Completion</b> Proposed: Actual/Projected:	
<b>Physical Completion</b> Proposed: Actual/Projected:	
<b>Completion</b> Proposed: Actual/Projected:	

5



1 **PART 2** (Required only for Major Participants listed in Categories A and C in Section 5.1)

**Issue Resolution and Sanctions narrative:**

2

**FORM D**

**DESIGN-BUILDER CERTIFICATION  
WAGE LAW COMPLIANCE – RESPONSIBILITY CRITERIA  
WASHINGTON STATE PUBLIC WORKS CONTRACTS**  
(To be included in Appendix C of the Statement of Qualifications)

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE STATEMENT  
OF QUALIFICATIONS (SOQ) WILL MAKE THIS SUBMITTAL  
NONRESPONSIVE AND INELIGIBLE TO BE SHORT LISTED**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48 or 49.52 within 3 years prior to the date of this Request for Qualifications.

Submitter Name: \_\_\_\_\_  
Name of Submitter – Type full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized Person making certifications for firm

\_\_\_\_\_  
Type Name of Person making certifications for firm

Title: \_\_\_\_\_  
Title of Person signing certification

Place: \_\_\_\_\_  
Type city and state where signed

Date: \_\_\_\_\_

**FORM E**

**SMALL AND VETERAN-OWNED BUSINESS (SVB) PLAN TEMPLATE**

**SECTION 1 - INTRODUCTION**

Project Name:	
Firm Name:	
Project Manager Name:	
Inclusion Manager Name:	

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Affirm Commitment

Means and Methods

Education Programs, Training Programs, and Resources

**SECTION 2 – SUBCONTRACTING PERCENTAGES**

*Complete per the instructions.*

**SVBE Contract Goals:**

**Table 2-1**

SVBE Categories	SVBE Contract Goals
Small Business Enterprise (SBE)	***5*** percentage
Veteran-Owned Business (VOB)	***2*** percentage

**Table 2-2**

SVBE Categories	Committed Goal
Small Business Enterprise (SBE)	Fill-in percentage
Veteran-Owned Business (VOB)	Fill-in percentage

**SECTION 3 - DIVERSE BUSINESS SUBCONTRACTORS**

*Complete per the instructions.*

**Table 3**  
**SVBE Subcontractors**

<b>SBE/VOB Commitments</b>	<b>SBE/VOB Indicator (SBE or VOB)</b>	<b>Describe SOW (One per row)</b>	<b>SVBE Percentage</b>

*Note – Use more rows as necessary*

**SECTION 4 – INCLUSION MANAGER**

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Inclusion Manager Name	
Firm	
Email	
Number	

Inclusion Manager Experience

Inclusion Manager Selection

Inclusion Manager Strategies

Inclusion Manager Availability

**SECTION 5 – PLAN TO MEET SVBE CONTRACT GOALS**

*Include a statement reaffirming commitment to meeting or exceeding the SVBE Contract Goals.*

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Outreach

Communication tools and strategies

Contracting Opportunities

Methods to ensure SBE and VOB Firms are successfully integrated into the Project

Lesson Learned

Managing the SVBE Contract Goals

Corrective Actions

Monitoring Prompt payments

Return of Retainage and Reconciliation

**SECTION 6 – PLAN FOR REPORTING GOAL ATTAINMENT**

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Reporting Processes and Steps

Future Potential Commitments or Opportunities

Reporting Experience and Capacity

## INSTRUCTIONS FOR COMPLETING THE SVB PLAN TEMPLATE

### General SVB Plan Overview

The following instructions are to assist in completing the required SVB Plan.

These instructions are broken into 3 phases:

Phase #1 - RFQ Requirements

Phase #2 - RFP Requirements

Phase #3 - After Contract Execution Requirements -Updating SVB Plan

The intention is to allow the potential Design-Builder to know the requirements and build their SBV Plan throughout each phase.

Phase #1 - RFQ Requirements

Submitters shall completely fill out Section 1, *Introduction*, Section 2, *Subcontracting Percentages*, and Section 4, *Inclusion Manager*, in response to the Request for Qualification (RFQ).

RFQ Section 5.7.1, *Small and Veteran-Owned Business Enterprise Participation*, provide specific details on how to submit the SVB Plan during the Phase #1 – RFQ Requirements.

Phase #2 - RFP Requirements

The Proposer shall completely fill out all sections of this plan.

Each short listed Proposer shall complete and submit a fully developed SVB Plan in response the Instructions to Proposers (ITP) and per the terms of Contract. The ITP Section 3.3.3, *Small and Veteran-Owned Business Enterprise Participation (Section 2)*, provide specific details on how to submit the SVB Plan during the RFP procurement phase of the Contract.

Phase #3 - After Contract Execution Requirements -Updating SVB Plan

Design-Builder shall provide updated SVB Plan as General Provisions, Section 1-07.11(11), *Small and Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation*.

NOTE - *Italicized wording identifies instructions to Proposers.*

### **Section 1 - Introduction**

#### **Phase 1 - RFQ requirements:**

*The Submitter shall clearly respond to the required information for: Project name, Submitter's name, Project Manager's name, and Inclusion Manager's name.*

*Affirm Commitment*

- *The Submitter shall describe their team’s intentions related to the creation and use of the SVB Plan*
- *The Submitter shall affirm your team’s commitment to achieving the SVBE Contract Goals.*
- *The Submitter shall provide a “Commitment Statement” that acknowledge WSDOT’s requirement to meet or exceed the SVBE Contract Goals.*
- *The Submitter shall describe how your team recognizes the importance of inclusion and equity in the design and construction industry. They shall clearly state that they are committed to reaching out to small and veteran-owned businesses to help the State of Washington to meet or exceed the State’s business utilization goals.*

#### *Means and Methods*

- *The Submitter shall provide means and methods that may be used to support WSDOT’s requirement to meet or exceed the SVBE Contract Goals.*

#### *Education Programs, Training Programs, and Resources*

- *The Submitter shall acknowledge that education programs, training programs, and resources will be used support WSDOT’s requirement to meet or exceed the SVBE Contract Goals.*

### **Phase #2 - RFP Requirements:**

*The Proposer shall use the SVB Plan submitted with their SOQ that clearly states the following: Project name, Submitter’s name, Project Manager’s name, and Inclusion Manager’s name.*

#### Affirm Commitment

*The Proposer shall use the SVB Plan submitted with their SOQ.*

- *The Proposer shall describe in detail your team’s intentions related to the creation and use of the SVB Plan*
- *The Proposer shall reaffirm your team’s commitment to achieving the SVBE Contract Goals*
- *The Proposer shall reiterate the provided “Commitment Statement” that shows your team acknowledge WSDOT’s requirement to meet or exceed the SVBE Contract Goals.*
- *The Proposer shall describe in detail how your team recognize the importance of inclusion and equality in the design and construction industry. They shall clearly state that they are committed to reaching out to small and veteran-owned businesses to help the State of Washington to meet or exceed the State’s business utilization goals.*

#### Means and Methods

- *The Proposer shall provide in detail clear means and methods that will be used and specific value and commitment statements that support WSDOT’s requirement to meet or exceed the SVBE Contract Goals.*

1 Education Programs, Training Programs, and Resources

- 2     • *The Proposer shall describe in detail what education programs, training programs,*  
3 *and resources that are in place or will be in place to communicate to its employees*  
4 *the expected employee behaviors and performance relative to implementing the State*  
5 *funded Design-Build SVB Plan.*

7 **Phase #3 - After Contract Execution Requirements -Updating SVB Plan**

8 *This section is not required to be completed during this phase.*

10 **Section 2 - Subcontracting Percentages**

12 **Phase #1 - RFQ Requirements:**

14 *Table 2-1*

- 15     • *This table will be completed by WSDOT with the SVBE Contract Goals. These are the*  
16 *minimum goals.*

18 *Table 2-2*

- 19     • *The Submitter shall complete this table with their team's SVBE commitment goals.*  
20 *Note: the SVBE Contract Goals listed in Table 2-1 are the minimum. Will your teams*  
21 *SVBE commitment goals meet or exceed the SVBE Contract Goals?*

23 **Phase #2 - RFP Requirements:**

24 *Table 2-1*

- 25     • *This table will be completed by WSDOT with the SVBE Contract Goals. These are the*  
26 *minimum goals.*

28 *Table 2-2*

- 29     • *The Proposer shall complete this table with their team's SVBE commitment goals.*  
30 *Your team may increase these SVBE commitment goals.*  
31 *Note: the SVBE Contract Goals listed in Table 2-1 are the minimum.*

33 **Phase #3 - After Contract Execution Requirements -Updating SVB Plan:**

34 *Table 2-1*

- 35     • *No action required after Contract execution.*

37 *Table 2-2*

- 38     • *The Design-Builder shall modify only if the Design-Builder's SBV commitment goal*  
39 *increases.*

41 **Section 3 - Diverse Business Subcontractors**

43 **Phase #1 - RFQ Requirements:**

44 *This section is not required to be completed during this phase.*

46 **Phase #2 - RFP Requirements:**



1 *Table 3*

- 2 • *The Proposer shall completely fill out Table 3, “SVBE Subcontractors” with any*
- 3 *known SVBE Commitments.*
- 4 • *The Proposer shall include the names of any SVBE Commitments, if any, they*
- 5 *committing to at the time of the proposal for this Project.*
- 6 • *The Proposer shall indicate if the SVBE Subcontractors is SBE or VOB.*
- 7 • *The Proposer shall describe the scope of Work the SVBE firms are committed to*
- 8 *perform.*
- 9 • *The Proposer shall indicate the percentage this SVBE Subcontractor will fulfil.*

10  
11 *If the Proposer has any SVBE Commitments in Table 3 a written confirmation from each*

12 *SBE and VOB confirming the commitment made shall be included with the SVB Plan and*

13 *submitted with their Proposal.*

14  
15 **Phase #3 - After Contract Execution Requirements -Updating SVB Plan:**

16 *The Design-Builder shall use the SVB Plan submitted with their Proposal and update and*

17 *expand Table 3 per the requirements in General Provisions Section 1-07.11 (11) Small and*

18 *Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business*

19 *Enterprise (MWBE) Participation.*

20  
21 *Table 3*

- 22 • *The Design-Builder shall update Table 3, “SVBE Subcontractors” with any*
- 23 *additional SVBE Commitments.*
- 24 • *The Design-Builder shall include the names of any SVBE Commitment for this*
- 25 *Project.*
- 26 • *The Design-Builder shall indicate if the SVBE Subcontractors is SBE or VOB.*
- 27 • *The Design-Builder shall describe the scope of Work the SVBE firms are committed*
- 28 *to perform.*
- 29 • *The Design-Builder shall indicate the percentage this SVBE Subcontractor will fulfil.*
- 30 • *The Design-Builder shall add another column to this table and provide the SVBE*
- 31 *Commitment dollar amount.*
- 32 • *The Design-Builder shall add additional columns as needed to meet the requirements*
- 33 *in General Provisions Section 1-07.11 (11).*
- 34 • *The Design-Builder shall add another row to provide total participation to date based*
- 35 *on amounts paid to each SBE and VOB.*

36  
37 *All SVBE Commitments in Table 3 require a written confirmation from each SBE and VOB*

38 *confirming the commitment made. The Design-Builder shall include these written*

39 *confirmations with the updated SVB Plan.*

40  
41 **Section 4 - Inclusion Manager**

42  
43 **Phase #1 - RFQ Requirements:**

44 *The Submitter shall state the Inclusion Manager’s Name, Firm, phone number and email.*

45

1 Inclusion Manager Experience

- 2     • *The Submitter shall describe the experience of the Inclusion Manager.*  
3     • *The Submitter shall describe how the Inclusion Manager experience brings*  
4 *knowledge of the identity, capabilities, and capacities of diverse SVBE*  
5 *Subcontractors, sub-consultants, and suppliers; experience recruiting and working*  
6 *with these companies in construction and consulting; and assisting these companies*  
7 *in developing relationships with Design-Builders. This individual may be a consultant*  
8 *or a qualified employee within Submitter’s organization.*

9  
10 Inclusion Manager Selection

- 11     • *The Submitter shall describe why the Inclusion Manager was chosen for the Project.*  
12 *What experience that makes them qualified for this Project, and the level of*  
13 *experience they have in working with the community.*

14  
15 Inclusion Manager Strategies

- 16     • *The Submitter shall state that the Inclusion Manager will work with, and be*  
17 *integrated within, the Design-Build team to meet or exceed the SVBE Contract Goals.*

18  
19 Inclusion Manager Availability

- 20     • *The Submitter shall describe the availability of the Inclusion Manager to meet the*  
21 *SVBE Contract Goals.*

22  
23 **Phase #2 - RFP Requirements:**

24 Inclusion Manager Experience

- 25     • *The Proposer shall describe in detail how the Inclusion Manager will use their*  
26 *experience to identify, recruit and assisting SVBE firms in developing relationships*  
27 *with Design-Builders.*

28  
29 Inclusion Manager Selection

- 30     • *The Proposer shall describe in detail how the chosen Inclusion Manager work with*  
31 *the community.*

32  
33 Inclusion Manager Strategies

- 34     • *The Proposer shall describe in detail the strategies the Inclusion Manager shall use*  
35 *to support the SVB Plan.*  
36     • *The Proposer shall clearly describe the strategies of how the Inclusion Manager will*  
37 *work with, and be integrated within, the Design-Build team to meet or exceed the*  
38 *SVBE Contract Goals.*  
39     • *For purposes of completing the SVB Plan, the Inclusion Manager’s responsibilities*  
40 *typically include, but are not limited to, the following:*  
41  
42         ○ *Administration of the SVB Plan and oversight of SVBE Contract Goals*  
43 *attainment efforts*  
44         ○ *Outreach and networking with the SVBE community throughout the life of the*  
45 *Contract*  
46         ○ *Outreach to qualified SVBE firms to submit subcontract bids*

- *Developing strategies for including SVBE firms in the Project*
- *Outreach to qualified SVBE Subcontractors when replacement of Subcontractors is required during the Contract execution*
- *Proposing effective strategies such as awarding SVBE firms for certain scopes of work and conducting competitive subcontract awards for remaining scopes of work*
- *Working with estimators during the subcontract plan preparation and subcontract bidding*
- *Reviewing procurement processes, procurement documents, bid evaluation, and award decisions to ensure the consideration of SVBE opportunities in each subcontract procurement*
- *Submitting and discussing updates on a monthly basis with the WSDOT Engineer, which at a minimum includes new commitments, progress to date, and projections*
- *Submitting required updates in WSDOT's reporting program and proactively moving the information through the system*
- *Ensuring SVBE firms are performing a Commercially Useful Function*
- *Evaluating change orders for potential diverse business participation and facilitating outreach to SVBE firms to encourage participation in the added Work*
- *Assisting SVBE to successfully complete their scope of work on the Project*
- *Preparing and submitting monthly and quarterly MSVWBE Progress Reports to WSDOT, describing current progress and forecasting to Physical Completion*

#### Inclusion Manager Availability

- *The Proposer shall describe in detail the availability of the Inclusion Manager to meet the SVBE Contract Goal. The submittal shall clearly address contractual availability of this person as noted in the Contract.*

#### **Phase #3 - After Contract Execution Requirements -Updating SVB Plan:**

*This section is not required to be completed during this phase unless there is a change in the Inclusion Manager or Availability.*

#### **Section 5 – Plan to Meet SVBE Contract Goals**

##### **Phase #1 - RFQ Requirements**

*This section is not required to be completed during this phase.*

##### **Phase #2 - RFP Requirements**

##### **Outreach**

- *The Proposer shall clearly state the proposed strategies and approaches to ensure outreach at all phases of the Project.*

##### **Communication tools and strategies**

- *The Proposer shall state and describe the communication tools and strategies, and the external or internal resources, used to assist in meeting or exceeding the SVBE Contract Goals.*

#### Contracting Opportunities

- *The Proposer shall detail the methods your team will use during their procurement of work and to clearly and transparently provide the SVBE firms potential upcoming opportunities.*
- *The Proposal shall include a measurable schedule showing outreach, solicitation timelines, contractual deadlines, and work or production activities.*
- *The Proposal shall provide a schedule showing outreach and solicitation timelines.*
- *The Proposal shall describe the tools and processes to support this effort.*

#### Methods to ensure SBE and VOB Firms are successfully integrated into the Project

- *The Proposer shall detail the methods used to help SVBE firms to successfully complete the Work on the Project Description of contractual requirements.*
- *The Proposal shall state the steps the Proposer intends to take to help SVBE firms become prequalified and the different options SVBE firms may use to submit bids.*
- *The Proposer shall clearly show that they have a process and tools in place to assist SVBE firms in preparing bids and to work with interested firms to help develop these business skills.*

#### Lesson Learned

- *The Proposer shall describe their team's processes to capture lessons learned*
- *The Proposer shall establish a process to capture lessons learned in working with all SVBE firms.*

#### Managing the SVBE Contract Goals

- *The Proposer shall describe strategies on how to meet or exceed SVBE Contract Goals.*
- *The Proposer shall clearly state how the Proposer will pass the commitment to obtaining and managing the SVBE Contract Goals to all their subcontracts.*

#### Corrective Actions

- *The Proposer shall describe strategies how they intend to manage all issues related to Contract.*

#### Prompt payments

- *The Proposer shall clearly state how they intend to manage all issues related to Contract payments. In particular, they shall address how they intend to comply with the Contract terms related to prompt payment.*
- *The Proposer shall clearly describe the process and timelines they will use to resolve disputes related to Contract terms and prompt payment.*

#### Retainage and Reconciliation

- *The Proposer shall clearly describe how they will manage contract retainage and reconcile the release of retainage.*
- *The Proposer shall clearly describe how they will communicate contractual items related to retainage and the release of retainage.*

### **Phase #3 - After Contract Execution Requirements -Updating SVB Plan**

*The Design-Builder shall use the SVB Plan submitted with their Proposal and update per the requirements in General Provisions Section 1-07.11 (11) Small and Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*

#### **Outreach**

- *The Design-Builder shall detail outreach done and future outreach.*
- *The Design-Builder shall detail current outreach strategies.*
- *The Design-Builder shall implement these strategies as soon as practical to ensure that opportunities are not lost during the start-up phase of the Project.*

#### **Communication tools and strategies**

- *The Design-Builder shall provide any updates to the communication tools and strategies, and the external or internal resources, used to assist in meeting or exceeding the SVBE Contract Goals.*

#### **Contracting Opportunities**

- *The Design-Builder shall provide any updates to the methods your team will use during their procurement of work and to clearly and transparently provide the SVBE firms potential upcoming opportunities.*
- *The Design-Builder shall provide any updates to the measurable schedule showing outreach, solicitation timelines, contractual deadlines, and work or production activities.*
- *The Design-Builder shall provide a schedule showing outreach and solicitation timelines.*
- *The Design-Builder shall provide any updates to the tools and processes to support this effort.*
- *The Design-Builder shall provide any a Baseline Schedule and shall meet the terms of the Contract.*
- *The Design-Builder shall recognize the time to prepare contractual bids and work with interested SVBE firms to ensure they are aware of opportunities and that they have sufficient time to prepare bids.*

#### **Methods to ensure SBE and VOB Firms are successfully integrated into the Project**

- *The Design-Builder shall provide any updates to the methods used to help SVBE firms to successfully complete the Work on the Project Description of contractual requirements.*
- *The Design-Builder shall provide any updates to help SVBE firms become prequalified and the different options SVBE firms may use to submit bids.*
- *The Design-Builder shall provide any updates to the processes and tools in place to assist SVBE firms in preparing bids and to work with interested firms to have develop these business skills.*

1  
2 Lesson Learned

- 3     • *The Design-Builder shall provide any updates to the process to capture lessons*  
4       *learned in working with all SVBE firms.*  
5     • *The Design-Builder shall review these lessons learned on a regular basis and adjust*  
6       *the SVB Plan as needed.*

7 Strategies to meet the SVBE Contract Goals

- 8     • *The Design-Builder shall provide any updates to strategies on how to meet or exceed*  
9       *SVBE Contract Goals.*  
10    • *The Design-Builder shall provide any updates on the commitment to obtaining and*  
11      *managing the SVBE Contract Goals to all their subcontracts.*  
12    • *The Design-Builder shall provide evidence of GFEs to meet the SVBE Contract*  
13      *Goals.*

14  
15 Corrective Actions

- 16     • *The Design-Builder shall provide details on corrective actions necessary to meet the*  
17       *SVBE Contract Goals.*

18  
19 Prompt payments

- 20     • *The Design-Builder shall provide any update to how they intend to manage all issues*  
21       *related to Contract payments. In particular, they shall address how they intend to*  
22       *comply with the Contract terms related to prompt payment.*  
23     • *The Design-Builder shall provide any updates to the process and timelines they used*  
24       *to resolve disputes related to Contract terms and prompt payment.*

25  
26 Retainage and Reconciliation

- 27     • *The Design-Builder shall provide any updates to how they communicate contractual*  
28       *items related to retainage and the release of retainage.*  
29     • *The Design-Builder shall provide details on retainage issues or concerns.*

30  
31  
32 **Section 6 – Plan for Monitoring and Reporting of Commitments**

33  
34 **Phase #1 - RFQ Requirements:**

35 *This section is not required to be completed during this phase.*

36  
37 **Phase #2 - RFP Requirements:**

38  
39 Reporting Processes and Steps

- 40     • *The Proposer shall describe the processes and steps that will be taken for reporting*  
41       *to WSDOT during the life of the Project.*

42 Future Potential commitments or opportunities

- 43     • *This sub-section is not required to be completed during this phase.*

44 Reporting Experience and Capacity

- *The Proposer shall demonstrate experience and capacity to prepare reports in real time.*

**Phase #3 - After Contract Execution Requirements -Updating SVB Plan:**

*The Design-Builder shall use the SVB Plan submitted with their Proposal and update per the requirements in General Provisions Section 1-07.11 (11) Small and Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*  
Reporting Processes and Steps

- *Only include in this sub-section in this phase if processes and steps have changed.*

Future Potential commitments or opportunities

- *The Design-Builder shall list all future potential commitments or opportunities and show how they will meet the SVBE Contract Goals.*

Reporting Experience and Capacity

- *Only include in this sub-section in this phase if processes and steps have changed.*

1  
2  
3  
4

**Appendix B**  
**Abbreviations and Definitions**



**General**

The following abbreviations and definitions shall apply generally to the design-build procurement process and have the meanings set forth herein as they are used in the SOQ document.

**Abbreviations**

**Associations and Miscellaneous**

AAA	American Arbitration Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act of 1990
ADO	Award Determination Official
ADR	Alternative Dispute Resolution
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMS	Aerospace Material Specification
ANSI	American National Standards Institute
APA	American Plywood Association
APE	Area of Potential Effect
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance Association
ARTBA	American Road & Transportation Builders Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials International
AWPA	American Wood Protection Association
AWS	American Welding Society
AWWA	American Water Works Association
BAFO	Best and Final Offer

1	BMP	Best Management Practice
2	CE	Categorical Exclusion
3	CESCL	Certified Erosion and Sediment Control Lead
4	CFR	Code of Federal Regulations
5	CLI	Chain Link Institute
6	CRAB	County Road Administration Board
7	CRSI	Concrete Reinforcing Steel Institute
8	CUF	Commercially Useful Function
9	DBE	Disadvantaged Business Enterprise
10	DBIA	Design-Build Institute of America
11	DIPRA	Ductile Iron Pipe Research Association
12	ECM	Environmental Compliance Manager
13	ECY	Washington State Department of Ecology
14	EEI	Edison Electric Institute
15	EEO	Equal Employment Opportunity
16	EIA	Electronic Industries Alliance
17	EOR	Engineer of Record
18	EPA	Environmental Protection Agency
19	EPD	Escrow Proposal Documents
20	ESAL	Equivalent Single Axle Loads
21	FHWA	Federal Highway Administration
22	FOP	Field Operating Procedure
23	FSBE	Federal Small Business Enterprise
24	FSS	Federal Specifications and Standards, General Services Administration
25	GBR	Geotechnical Baseline Report
26	GDR	Geotechnical Data Report
27	GP	General Purpose
28	HAC	High Accident Corridor
29	HAL	High Accident Location
30	HOT	High Occupancy Toll
31	HOV	High Occupancy Vehicle
32	HUD	United States Department of Housing and Urban Development
33	ICEA	Insulated Cable Engineers Association
34	IEEE	Institute of Electrical and Electronics Engineers
35	IES	Illumination Engineering Society
36	IGA	Intergovernmental Agreement
37	IMSA	International Municipal Signal Association
38	ITE	Institute of Transportation Engineers
39	ITP	Instructions to Proposers
40	ITS	Intelligent Transportation System

1	LID	Local Improvement District
2	LPI	Lighting Protection Institute
3	MOT	Maintenance of Traffic
4	MOU	Memorandum of Understanding
5	MP	Milepost
6	MSHA	Mine Safety and Health Act
7	MSVWBE	Minority, Small, Veteran, and Women Business Enterprise
8	MUTCD	Manual on Uniform Traffic Control Devices
9	MTCA	Model Toxics Control Act
10	NEC	National Electrical Code
11	NEMA	National Electrical Manufacturers' Association
12	NEPA	National Environmental Policy Act
13	NFPA	National Fire Protection Association
14	NIST	National Institute of Standards and Technology
15	NPDES	National Pollution Discharge Elimination System
16	NRMCA	National Ready Mix Concrete Association
17	NTP	Notice to Proceed
18	OEO	Office of Equal Opportunity
19	OJT	On the Job Training
20	OMWBE	Office of Minority and Women's Business Enterprises
21	OSHA	Occupational Safety and Health Administration
22	PAL	Pedestrian Accident Location
23	PCA	Portland Cement Association
24	PPI	Plastic Pipe Institute
25	P/PCI	Precast/Prestressed Concrete Institute
26	QA	Quality Assurance
27	QPL	Qualified Products List
28	RAM	Request for Approval of Material
29	RCW	Revised Code of Washington (Laws of the State)
30	RFC	Released for Construction
31	RFP	Request for Proposal
32	RFQ	Request for Qualifications
33	RID	Road Improvement District
34	ROW	Right of Way
35	SAE	Society of Automotive Engineers
36	SATC	State Apprenticeship Training Council
37	SBE	Small Business Enterprise
38	SDE	Stream Design Engineer
39	SEPA	State Environmental Policy Act
40	SFTP	Secure File Transfer Protocol
	SGDR	Supplemental Geotechnical Data Report

1	SOP	Standard Operating Procedure
2	SOQ	Statement of Qualifications
3	SPCC	Spill Prevention, Control, and Countermeasures Plan
4	SPUI	Single Point Urban Interchange
5	SR	State Route
6	SSPC	Steel Structures Painting Council
7	STA	Station
8	SVBE	Small and Veteran-Owned Business Enterprise
9	TESC	Temporary Erosion and Sediment Control
10	TIA	Telecommunications Industry Association
11	TIB	Transportation Improvement Board
12	TR	Technical Requirements
13	TRB	Transportation Research Board
14	UL	Underwriters Laboratory
15	UDBE	Underutilized Disadvantaged Business Enterprise
16	ULID	Utility Local Improvement District
17	UMTA	Urban Mass Transit Administration
18	VOB	Veteran-Owned Business
19	WAC	Washington Administrative Code
20	WAQTC	Western Alliance for Quality Transportation Construction
21	WCLIB	West Coast Lumber Inspection Bureau
22	WDFW	Washington Department of Fish and Wildlife
23	WISHA	Washington Industrial Safety and Health Administration
24	WRI	Wire Reinforcement Institute
25	WSDOT	Washington State Department of Transportation
26	WWPA	Western Wood Products Association
27		

## 1    **Defined Terms**

2        The following capitalized terms shall have the following meanings:

3        **Active Traffic Management (ATM)** – A system of signs, variable message signs,  
4        embedded loops, and associated support Structures placed at approximately ½-mile  
5        intervals to reduce congestion and improve safety. The signs are able to display speed  
6        limits for each travel lane, display warning messages to drivers, or indicate that a lane  
7        is closed.

8        **Alternative Technical Concept (ATC)** - A concept proposed by the Design-Builder  
9        and approved by WSDOT pursuant to the Instructions to Proposers, which modifies  
10       the Basic Configuration or other Contract requirements.

11       **Apparent Best Value** - Is the result of an evaluation and selection process that  
12       considers price and other key factors in determining the likelihood of successfully  
13       achieving the Project goals.

14       **Apparent Best Value Proposer** -The responsive Proposer chosen as a result of  
15       Apparent Best Value determination.

16       **Appendix (Appendices)** - Where referred to in the Request for Proposal (without  
17       other reference), the term Appendix (Appendices) refers to the documents listed in  
18       Appendix A1 of the Technical Requirements.

19       **Applicable Law** - All laws, codes, rules, ordinances, restrictions, and regulations of  
20       the Federal, State, regional, or any local government (including those resulting from  
21       the initiative or referendum process) and judicial or administrative orders which  
22       affect the acquisition of real property for, or the design, construction, operation, or  
23       maintenance of the Project including, without limitation, those relating to fire, safety,  
24       land use, health, labor, environmental protection, seismic design, conservation, traffic  
25       control, parking, handicapped access, zoning and building laws, codes, ordinances,  
26       rules, and regulations.

27       **As Built Plans** - Final drawings and specifications furnished by the Design-Builder,  
28       documenting the details and dimensions of the completed Work.

29       **Authorized Utility** - A facility that occupies the Right of Way under a franchise,  
30       permit or compensable right.

31       **Auxiliary Lane** - The part of the roadway next to traveled ways for parking, speed  
32       changes, turning, weaving, truck climbing, or for anything that adds to through traffic  
33       movement.

34       **Basic Configuration** - The following required elements shown in the Conceptual  
35       Plans, Pre-Approved Design Analyses, or both as such elements may have been  
36       modified (with WSDOT's permission) in the Proposal:

- 37            •    \*\*\*\$1\$\*\*\*

38       **Betterment** - With respect to the Technical Proposal, any item included in the  
39       Design-Builder's Technical Proposal that clarifies the Design-Builder's intention to  
40       exceed a requirement included in the Contract Documents.

**Betterment (Utility)** - With respect to a given Utility facility, any upgrading of such facility that is not attributable solely to the construction of the Project, and is made solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, level of service, efficiency, duration, or function of the Relocated or replaced or new facility over that which was provided by the existing facility; provided that the following are not considered Betterments:

1. Any upgrade necessary for safe and effective construction of the Project.
2. Replacement devices or materials that meet equivalent standards although they are not identical.
3. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.
4. Any upgrading required by applicable Governmental Rules.
5. Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase).
6. Any upgrading required by the Utility Owner's Utility Standards in effect as of the date of execution of the applicable Relocation Agreement.
7. Any discretionary decision by a Utility Owner contemplated within a particular Utility Standard.

Notwithstanding the foregoing, in case of any discrepancy between the determination of applicable Utility Standards or the definition of "Betterment" set forth above, and the determination of applicable Utility Standards or the definition of Betterment in the Relocation Agreement applicable to a particular Utility, the terms of the Relocation Agreement shall apply.

**Bridge Approach Embankments** - An embankment beneath a Structure and extending 100 feet beyond a Structure's end (at Subgrade elevation for the full embankment width) plus an access ramp on a 10:1 slope to the original ground elevation. Also, any embankment that replaces unsuitable foundation soil beneath the Bridge Approach Embankment.

**Broker** - A business firm that provides a bona fide service, that assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or, persons/companies who arrange or expedite transactions (i.e. arranging a transaction or service but does not provide a work product or enhancement).

**Calendar Day** - Any day, or portion of a day, on the calendar including Saturdays, Sundays, and legal holidays, beginning and ending at midnight.

**Change Order** - An amendment to the terms and conditions of the Contract Documents issued in accordance with Section 1-04.4.

**Cited References** - Any standard or specification (including Mandatory Standards) applicable to the Project established by reference contained in the Contract Documents or Design Documents.

1       **Code of Federal Regulations (CFR)** - Regulations that implement and carry out the  
2       provisions of Federal law relating to the administration of Federal-aid for highway.

3       **Cold Weather Protection Period** – A period of time 7 Calendar Days from the day  
4       of concrete placement or the duration of the cure period, whichever is longer.

5       **Commercially Useful Function (CUF)** - A firm performs a commercially useful  
6       function when it is responsible for execution of the work of the contract and is  
7       carrying out its responsibilities by actually performing, managing, and supervising the  
8       work involved. To perform a commercially useful function, the firm must also be  
9       responsible, with respect to materials and supplies used on the contract, for ordering,  
10      negotiating price, paying for, determining quality and quantity, and installing (where  
11      applicable) for the material itself.

12      A SVBE or MWBE firm does not perform a CUF if its role is limited to that of an extra  
13      participant in a transaction, contract, or Project through which the funds are passed in  
14      order to obtain the appearance of SVBE or MWBE participation.

15      **Completion Date/Completion** - The meaning set forth in Section 1-08.5(3).

16      **Conceptual Design** - Preliminary design concept, including the required elements of  
17      the Basic Configuration, presented in Appendix M and in the conceptual Utility  
18      Relocation Plans presented in Appendix U, if any.

19      **Conceptual Plans** - The plans included in Appendix M.

20      **Contract** - Depending on the context, either (a) the written agreement (Contract  
21      Form) between WSDOT and the Design-Builder or (b) the Contract Documents.

22      **Contract Bond** - The approved form of security furnished by the Design-Builder and  
23      the Design-Builder's Surety as required by the Contract that guarantees performance  
24      of the Work required by the Contract and payment to anyone who provides supplies  
25      or labor for the performance of the Work and performance as required under the  
26      Warranty requirements of the Contract.

27      **Contract Documents** - The documents identified as such in the Contract Form.

28      **Contract Form (Agreement Form)** - The form provided by WSDOT that requires  
29      the authorized signatures of the Design-Builder and WSDOT to result in formal  
30      execution of the Contract.

31      **Contract Price** - The total amount payable by WSDOT to the Design-Builder for  
32      performance of the Work under the Contract, as stated in the Contract Form and as  
33      adjusted in accordance with the Contract.

34      **Contract Schedule** - The price-loaded critical path method schedule setting forth the  
35      plan for performance of the Work as described in Section 1-08.3 including the  
36      Baseline Contract Schedule and Monthly Contract Schedule Updates.

37      **Contract Time** - The period of time in Calendar Days, including adjustment thereto  
38      authorized by WSDOT, designated in the Contract Form for Substantial Completion  
39      of the Work. Contract Time shall begin on the first Calendar Day after the effective  
40      date of Notice to Proceed.

1       **Cost Responsibility** - A legal or contractual obligation requiring a Utility Owner to  
2       pay for Relocation Costs.

3       **Critical Path** - Each critical path on the Contract Schedule which ends on the  
4       contractual deadline for Substantial Completion (i.e., the term shall apply only  
5       following consumption of all available float in the schedule for Substantial  
6       Completion). The lower case term “critical path” shall generally mean the sequence  
7       of activities that shows the longest path through the network that establishes the  
8       minimum overall duration for Completion of the Project.

9       **Deactivated Utility** - A Utility facility no longer being used by the Utility Owner.  
10      The Utility Owner continues to maintain ownership and responsibility for the  
11      facility’s disposition.

12      **Design Analysis** - A process and tool to record design element changes where the  
13      dimensions chosen do not meet the value, or lie within the range of values, provided  
14      for that element in the WSDOT *Design Manual* (see WSDOT *Design Manual*  
15      chapters 300 and 1106).

16      **Design-Builder** - The firm, partnership, joint venture, or organization that contracts  
17      with WSDOT to perform the Work.

18      **Design-Builder Initiated Change** - The meaning set forth in Section 1-04.4.

19      **Design Documents** - Documents that manifest the design for the Project developed  
20      by the Design-Builder or any portion, component, or element thereof.

21      **Design File** - The meaning set forth in the Technical Requirements.

22      **Design Work** - Work that includes technical reports/memoranda, design survey,  
23      geotechnical testing and engineering, Utilities investigation and design, pavement  
24      design, Structures design, drainage design, stormwater/water quality management  
25      plans, landscape architecture and design, civil roadway design, traffic engineering,  
26      lighting design, and Quality Assurance.

27      **Digital Signature** - A cryptographic electronic signature created and sent by a  
28      recognized agent of the Design-Builder using a certificate to provide authentication.  
29      Examples of records where digital signatures are required include, at a minimum:

- 30      • Change orders that are not minor change orders
- 31      • Form 134-146, Final Contract Voucher Certificate
- 32      • Form 421-009, Retained Percentage (except landscaping)
- 33      • Form A, Design-Build Proposal Form and Signature Page
- 34      • Form C, Upset Amount Determination
- 35      • Form E, Identification of Proposer, Guarantors, Major Participants, Earthwork
- 36      Subcontractors, Structures Subcontractors and Each Subconsultant and
- 37      Subcontractor Performing 20 Percent or More of the Design-Build Work
- 38      • Form K, Form of Guaranty
- 39      • Form L, Utility Certification



- Form M, Stipend Agreement
- Form Q, Option for Use of WSDOT-Owned Property
- Form R, Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization/Mitigation Plan
- Form S, Organizational Conflicts of Interest Certification
- Certification Regarding Changes to Key Personnel and Major Participants
- Certification Regarding Right of Way
- Notice of Protest
- \*\*\*\$\$9\$\$\*\*\*

**Differing Site Conditions** - The meaning set forth in Section 1-04.7.

**Disputes Review Board (DRB)** - Three member board created as part of the dispute resolution process pursuant to Section 1-09.11.

**Electronically submitted/delivered** - The successful submittal of a Statement of Qualifications or Proposal to the WSDOT secure file transfer protocol (SFTP) site via the process described in the Request for Qualifications or Request for Proposal. The Statement of Qualifications and Proposal files shall be free of defects affecting the access and evaluation of the documents by WSDOT.

**Engineer of Record (EOR)** - The Design-Builder's engineer(s) who places their professional engineering seal on a document.

**Environmental Justice (EJ)** - Environmental justice seeks to lessen unequal distributions of environmental burdens (pollution, industrial facilities, crime, etc.), equalize benefits and balance access to nutritious food, clean air and water, parks, recreation, health care, education, transportation, safe jobs, etc., in a variety of situations. Self-determination and participation in decision making are key pieces of environmental justice. Presidential Executive Order 12898, USDOT, and FHWA implementing orders set the standards for environmental justice for transportation projects. Environmental justice means minority and low income populations do not suffer disproportionately high and adverse human health or environmental effects from agency programs, policies, and activities.

**Environmental Laws** - All Governmental Rules now or hereafter in effect regulating, relating to, or imposing liability or standards of conduct concerning the environment or to emissions, discharges, releases, or threatened releases of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material into the environment including into the air, surface water, or groundwater or onto land, or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, or handling of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material, or otherwise relating to the protection of public health, public welfare, public safety or the environment (including protection of nonhuman forms of life, land, surface water, groundwater, and air), including, at a minimum, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"), as amended

by the Superfund Amendment and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (“RCRA”), as amended by the Solid and Hazardous Waste Amendments of 1984; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Hazardous Materials Transportation Uniform Safety Act; the Oil Pollution Act of 1990; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the Federal Water Pollution Control Act, the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; Fish and Game Code §1600 et seq.; the Washington Model Toxics Control Act, Chapter 70.105D RCW; and the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; the Washington Water Pollution Control Act; the Clean Air Washington Act; the Washington Solid Waste Management laws; the Washington Underground Petroleum Storage Tanks Act, the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, all as amended and supplemented previously or in the future.

**Escrow Proposal Documents (EPD)** - The documentary information used in preparation of the Proposal required to be placed in safekeeping as provided in Section 1-03.15.

**Final Acceptance** - Acceptance of the Contract and Work following Completion in accordance with Section 1-05.12.

**Final Cleanup** - The Work described in Section 1-04.11.

**Final Contract Voucher Certification** - WSDOT Form 134-146, *Final Contract Voucher Certificate*.

**Final Design Documents** - The Design Documents reflecting the final design for the Project, as reviewed by WSDOT.

**Final Inspection** - Inspection by WSDOT of the construction Work to determine whether the Work conforms to the requirements of the Contract Documents and is complete. Final Inspection of warranted Work will be made at the end of the Warranty term.

**Force Account Work** – Work measured and paid in accordance with Section 1-09.6.

**Forward Compatible** - Project elements that are constructed so they can be integrated into the \*\*\*\$2\$\*\*\*, as shown on the Future Channelization Plan, without demolition or reconstruction of the elements.

**Forward Compatibility** - The degree in which elements are Forward Compatible.

**Franchise/Permit Utility** - A Utility that is installed in its existing location pursuant to a franchise or permit issued by WSDOT or a Governmental Body.

**Frontage Road** - A local street or road usually next to an arterial highway that serves abutting property and adjacent areas and controls access.

1       **Future Channelization Plan** - A Channelization Plan that illustrates the Project and  
2       the \*\*\*\$\$3\$\$\*\*\*.

3       **Geotechnical Baseline Report (GBR)** - The Contract Document set forth in  
4       Appendix G identifying the geotechnical conditions that the Design-Builder should  
5       expect to encounter during underground and subsurface construction.

6       **Geotechnical Data Report (GDR)** - The summary set forth in Appendix G of  
7       geotechnical surveying performed by WSDOT upon which WSDOT developed the  
8       Geotechnical Baseline Report.

9       **Geotechnical Recommendations** –Recommendations for design or construction that  
10      are geotechnical in nature or address geotechnical issues. These may be in the form of  
11      email, memorandums, letters, or reports. The term “Geotechnical Recommendations”,  
12      as most often used within the Request for Proposal, refers to products produced by  
13      the Design-Builder, but the term may also refer to products produced by WSDOT.  
14      The Design-Builder may have to rely on context and use to distinguish the difference.

15      **GoLive/GoLive Date** - The milestone when the new Toll System becomes  
16      operational to the traveling public and toll collection begins.

17      **Good Faith Efforts (SVBE)** - Efforts to achieve the SVBE Contract Goals at the  
18      completion of the project. The efforts will demonstrate, by their scope, intensity, and  
19      appropriateness to the objective, that the bidder can reasonably be expected to fulfill  
20      the program requirement.

21      **Governmental Approvals** - Any approval, authorization, certification, consent,  
22      exemption, filing, lease, license, permit, registration, or ruling, required by or with  
23      any Governmental Body in order to perform the Work or any Relocation Work being  
24      performed by a Utility Owner, including any modification or supplement to any of the  
25      foregoing, but excluding (a) any such approvals relating to the work to be performed  
26      by other contractors as specifically described in the Contract Documents and (b) any  
27      such approvals required by or with a Governmental Body in its capacity as a Utility  
28      Owner.

29      **Governmental Body** - Any Federal, State, local, or foreign government and any  
30      political subdivision or any governmental, quasi-governmental, judicial, public or  
31      statutory instrumentality, administrative agency, authority, body, or entity other than  
32      WSDOT.

33      **Governmental Rules** - All applicable Federal, State, and local laws, codes,  
34      ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy  
35      requirements, orders, and decrees of any Governmental Body having jurisdiction over  
36      the Project or Site, the practices involved in the Project or Site, any Work, or any  
37      Utility Work being performed by a Utility Owner. The term “Governmental Rule”  
38      does not include Governmental Approvals.

39      **Hazardous Materials** - Any (a) substance, product, waste, pollutant, contaminant, or  
40      other material of any nature whatsoever that exceeds maximum allowable  
41      concentrations for elemental metals, organic compounds, or inorganic compounds, as  
42      defined by any Environmental Law; (b) substance, product, waste, pollutant,  
43      contaminant, or other material of any nature whatsoever that is or becomes listed,

regulated, or addressed pursuant to any Environmental Law; (c) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever which may give rise to liability under clause (a) or (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a State or Federal court; (d) petroleum hydrocarbons excluding de minimus amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; and (e) hazardous building materials including, but not limited to, asbestos or asbestos-containing materials, lead or polychlorinated biphenyls (PCBs) in Structures and other improvements on or in the Site or in subsurface artifacts (other than mineral asbestos naturally occurring in the ground). The term “Hazardous Materials” includes Hazardous Waste.

**Hazardous Materials Management** - Sampling, stockpiling, treatment, clean up, remediation, transportation, and off-site disposal of Hazardous Materials, whichever is the most cost effective approach authorized under applicable Governmental Rules and Environmental Law.

**Hazardous Waste** - Waste as defined in 40 C.F.R. Part 261.

**High Occupancy Toll (HOT) Lane** - A traffic lane that is managed using a dynamic pricing system.

**Highway** - A public way for vehicles, including the entire Right of Way.

**Hold Point** - Mandatory inspection points identified in the Design-Builder’s Quality Management Plan beyond which Work cannot proceed until required Quality Assurance inspection has been performed and a written release is granted by the Design-Builder’s Quality Assurance organization. The Design-Builder shall provide WSDOT with a notification period of 3 Calendar Days prior to the identified Work proceeding to provide WSDOT with the opportunity to witness the Work.

**Impact Area Line** - The line depicted in the Conceptual Plans that defines the limit of the permitted footprint of the Project as described in Section 2.8, *Environmental*.

**Interim Channelization Plan** - A Channelization Plan developed by the Design-Builder related to temporary conditions such as temporary alignment, stage construction, temporary by-pass, and other conditions as required. For the Project, this includes \*\*\* temporary channelization for staged construction of bridge or buried structures \*\*\*.

**Incidental Utility Work** - Includes all of the following Work necessary for the construction of the Project:

1. Service Line Relocations
2. The adjustment of Utility appurtenances (e.g., manholes, valve boxes, and vaults) for line and grade upon completion of roadway Work.
3. All Work necessary to remove or deactivate in place any Utility that was taken out of service prior to the Proposal Due Date, in accordance with Section 2.10, *Utilities and Relocation Agreements*.

**Indemnified Parties** - The meaning set forth in Section 1-07.14(1).

1       **Independent Assurance (IA)** - The meaning set forth in Section 2.28, *Quality*  
2       *Management Plan*.

3       \*\*\*

4       **Injunction** - the permanent injunction regarding culvert correction (UNITED STATES  
5       DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE, UNITED  
6       STATES OF AMERICA, et al., Plaintiffs, v. STATE OF WASHINGTON, et al.,  
7       Defendants, No. C70-9213 subproceeding No. 01-1, (Culverts), PERMANENT  
8       INJUNCTION REGARDING CULVERT CORRECTION).

9       \*\*\*

10      **Inspector** - The Design-Builder’s representative who inspects Contract performance  
11      in detail.

12      **Instructions to Proposers (ITP)** - The WSDOT-issued document included in the  
13      Request for Proposal, providing instructions regarding the preparation and submission  
14      of the Proposal.

15      **Intelligent Transportation Systems (ITS)** - All components and equipment  
16      referenced as such in the Technical Requirements.

17      **Intergovernmental Agreement (IGA)** -An agreement between WSDOT and another  
18      Governmental Body that is included in the Request for Proposal, which addresses  
19      Utility Work, roadway design, engineering studies, construction, maintenance, or  
20      other services, as the same may be amended. IGAs pertaining to roadway design or  
21      engineering studies are located in Appendix O. IGAs pertaining to maintenance are  
22      located in Appendix Q. IGAs pertaining to Utility Work are located in Appendix U.

23      **Interpretive Engineering Decision** - The meaning given in Section 1-03.5.

24      **Key Personnel** - The personnel described in the Request for Qualifications.

25      **Landscape Architect** – An architect registered in the State of Washington under  
26      Title 18 RCW.

27      **Legal Requirements** - All applicable Federal, State, and local laws, codes,  
28      ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy  
29      requirements, orders, and decrees of any Governmental Body having jurisdiction over  
30      the Project or Site, the practices involved in the Project or Site, any Work, or any  
31      Utility Work being performed by a Utility Owner. The term “Legal Requirements”  
32      does not include Governmental Approvals.

33      **Limited English Proficient** - Individuals who do not speak English as their primary  
34      language and who have a limited ability to read, speak, write, or understand English.  
35      These individuals may be entitled to language assistance with respect to a particular  
36      type of service, benefit, or encounter. Federal laws particularly applicable to language  
37      access include Title VI of the Civil Rights Act of 1964, and the Title VI regulations,  
38      prohibiting discrimination based on national origin, and Executive Order 13166  
39      issued in 2000.

40      **Local Agency** - A Governmental Body that is not a Federal or state government.

**Maintenance of Traffic (MOT)** – A term used to describe the overall Work the Design-Builder performs to provide for the safe and efficient movement of people, goods, and services through and around the Project in coordination with construction staging. This Work shall be done while minimizing adverse impacts to residents, communities, businesses, and freight as well as providing a safe work area for construction staff and safe movement of the traveling public. The Work involved with MOT includes developing and adhering to the following documents while meeting the requirements of Section 1010 of the WSDOT *Design Manual*: Temporary Traffic Control Plans, Transportation Management Plan, and Traffic Incident Management Plans.

**Major Participants** - The entities described in the Request for Qualifications.

**Major Underground Utility** - Any Utility that is buried or placed below ground, other than Service Lines, any street lighting, traffic signals, or irrigation facilities.

**Mandatory Standards** - The standards and specifications identified as such in the Technical Requirements.

**Manufacturer (SVBE or MWBE)** - A SVBE or MWBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

**Minority Business Enterprise (MBE)** - A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the State Office of Minority & Women’s Business Enterprises.

**Necessary Basic Configuration Change** - Any change in the Basic Configuration which is necessary to correct an error, omission, inconsistency or other defect in the Basic Configuration (with the understanding that a change shall be deemed “necessary” only if the error, omission, inconsistency, or other defect creates a conflict with other Contract requirements or another problem that cannot be corrected without a material change in the Basic Configuration).

**Nonconforming Work** - Work performed that does not meet requirements of the Contract Documents.

**Notice to Proceed (NTP)** - The written authorization issued by WSDOT that permits the Design-Builder to commence performance of the Work.

**Originator** - The engineer, architect, planner, designer, or other Person who develops a specific document. In the case of drawings, the originator is the individual who provides the design information, sketches, and instructions to the drafter.

**Peer Review** - An independent review and assessment of elements of Work to meet the performance requirements of the Work element. The Peer Review shall be performed by a Peer Reviewer.

**Peer Reviewer** - An independent expert reviewer who performs the Peer Review. The Peer Reviewer shall not be an employee of the Design-Builder or any firm

- 1 providing engineering for the Design-Builder. The Peer Reviewer shall report to the  
2 Design Quality Assurance Manager.
- 3 **Person** - Any individual, corporation, company, limited liability company, voluntary  
4 association, partnership, trust, unincorporated organization, or Governmental Body.
- 5 **Physical Completion Date, Physical Completion** - The meaning set forth in Section  
6 1-08.5(2).
- 7 **Plain Language** - is writing designed to ensure the reader understands as quickly,  
8 easily, and completely as possible.
- 9 **Pre-Approved Design Analyses** - Design Analyses identified by WSDOT in the  
10 Technical Requirements as being required to accomplish the Basic Configuration that  
11 differ from WSDOT established standards required in the Contract Documents.
- 12 **Pre-Approved Deviations** - Deviations identified by WSDOT in the Technical  
13 Requirements as being required to accomplish the Basic Configuration that differ  
14 from WSDOT established standards required in the Contract Documents.
- 15 **Preliminary Engineering** – The level of effort for WSDOT to develop the  
16 Conceptual Plans and Basic Configuration and the Proposers' level of effort to  
17 develop their Proposal.
- 18 **Prior Relocation** - Utility Relocations to be undertaken by either the Utility Owner  
19 or a third-party contractor identified as such in Section 2.10, *Utilities and Relocation*  
20 *Agreements*.
- 21 **Prior Relocation Agreement** - An agreement (as the same may be amended)  
22 between WSDOT and Utility Owner, included in the Request for Proposal and  
23 addressing a Prior Relocation. A document is a "Prior Relocation Agreement" if it  
24 meets the definitions set forth herein, without regard to the title of the document.
- 25 **Professional Engineer**- An engineer registered in the State of Washington under  
26 Title 18 RCW.
- 27 **Project** - The \*\*\* SR 108/ US 101/ Mason and Thurston Co Fish Barriers – Remove  
28 Fish Barriers \*\*\* Project.
- 29 **\*\*\*Project Co-Managers** – Treaty Tribes and WDFW, with jurisdiction over  
30 activities affecting streams and associated habitat.\*\*\*
- 31 **Project Specifications** - Specifications necessary to address Work not covered by the  
32 Standard Specifications, Special Provisions, or the Technical Requirements.
- 33 **Proposal** - The proposal submitted by the Design-Builder in response to the Request  
34 for Proposal, including the Price Proposal, the Technical Proposal, and all  
35 clarifications and supplements thereto.
- 36 **Proposal Due Date** - The date specified for delivery of Proposals in the Instructions  
37 to Proposers.
- 38 **Proposal Price** - The total price for performance of the Work set forth in the  
39 Proposal.

**Protection in Place or Protect in Place** - Any action taken to avoid damaging a Utility which does not involve removing or reinstalling it in a new location, including staking the location of the Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a Temporary Relocation. The term includes both temporary measures and permanent installations meeting the foregoing definition.

**Punch List** - The list of Work that remains to be completed after achievement of Substantial Completion as a condition precedent to achievement of Physical Completion, limited to minor incidental items of Work necessary to correct imperfections which have no adverse effect on the safety, use, or operability of the Project.

**Qualification (Personnel)** - The characteristics or abilities gained through documented training, documented experience, or both, as measured against established standards, knowledge tests, and performance tests that qualify an individual to perform a required function.

**Quality Assurance (QA)** - All those planned and systematic actions performed by the Design-Builder to demonstrate to WSDOT that the Work complies with the Contract and that all elements of the Work will perform satisfactorily for the purpose(s) intended.

**Quality Assurance Sample** - Samples and testing for QA performed under the direction of or by the Construction Quality Assurance Manager (CQAM). These tests and samples are for materials acceptance and documentation of the materials quality.

**Quality Assurance Team** - A joint Design-Builder and WSDOT team effort responsible for reviewing and responding to all quality issues.

**Quality Control (QC)** - The total of all activities performed by the Design-Builder to assess design, production, and construction processes so as to control the level of quality being produced in the end product. Components may include design reviews and checks, establishing procedures, calibrations and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes.

**Quality Control Sample** - Samples and testing performed by the Design-Builder's QC, the producer, or the manufacturer to ensure that a product is of uniform quality meeting the requirements of the Contract.

**Quality Management Plan (QMP)** - The plan, developed by the Design-Builder, which identifies the Design-Builder's overall framework for implementation of its QC and QA programs across all aspects of the Project.

**Quality Organization (QO)** - The Quality Organization is comprised of two separate groups: QC and QA. The QO provides the QC procedures and Quality Assurance review, testing, and inspections necessary to ensure the Project quality meets Contract requirements.



1       **Quality Verification (QV)** - A combination of inspections, independent sampling,  
2       and testing performed by WSDOT, or their agent, on a random basis to validate that  
3       the Design-Builder is following the approved QA procedures and that such  
4       procedures appear to be effective in assuring quality.

5       **Reasonable Accuracy** - The meaning set forth in Section 1-07.17(9).

6       **Reference Documents** – Reference Documents are for information purposes only  
7       and the Design-Builder shall rely upon Reference Documents at its own risk.  
8       Reference Documents are designated as such by WSDOT in Appendix A1.

9       **Related Entity** - The Design-Builder, Subcontractors, and their employees, agents  
10      and officers, and all other Persons for whom the Design-Builder may be legally or  
11      contractually responsible.

12      **Released for Construction (RFC) Documents** - The Design Documents stamped  
13      “Released for Construction” by the Design-Builder.

14      **Relocation/Relocate** - Each removal, relocation, reconstruction, deactivation,  
15      Temporary Relocation, provision of temporary services as necessary, or Protection in  
16      Place (whether permanent or temporary), of any existing Utility facility that is  
17      necessary in order to accommodate or permit construction of the Project, including  
18      backfilling and pavement restoration, and any other Work with respect to such a  
19      Utility described in the Technical Requirements or with respect to Utilities in Section  
20      1-07.17.

21      **Relocation Agreement** - An agreement (as the same may be amended from time to  
22      time) between the Design-Builder and a Utility Owner that provides specific details  
23      for the Relocation of one or more particular Utilities. A document is a “Relocation  
24      Agreement” if it meets the definition set forth herein, without regard to the title of the  
25      document.

26      **Relocation Costs** - The direct and indirect costs of performing Relocation Work  
27      (including costs incurred by Utility Owners for acquisition of necessary Utility  
28      Easements, permit processing fees, and administrative and overhead costs) after  
29      applying any customary credits for salvage, depreciation, or both. If the Design-  
30      Builder is obligated to reimburse a Utility Owner for Relocation Costs, the term shall  
31      encompass all costs that the Relocation Agreement specifies are reimbursable. Costs  
32      attributable to Betterments are specifically excluded from the term.

33      **Relocation Work** - The Work necessary for Relocation of Utilities to accommodate  
34      the Project (excluding any Work necessary for the Prior Relocations that is completed  
35      before issuance of the Notice to Proceed), whether performed by the Design-Builder  
36      or by or on behalf of the Utility Owner, including labor, equipment, and materials  
37      associated with the design, design review, construction, construction management,  
38      permit processing, inspection, and real property acquisition.

39      **Request for Proposal (RFP)** - The document package issued by WSDOT requesting  
40      submittal of Proposals for the Project and providing information relevant to the  
41      preparation and submittal of Proposals, including the Instructions to Proposers,  
42      Contract Documents, and Reference Documents.

1       **Review and Comment** - The process for review, comment, and resolution of  
2       comments on the Design-Builder’s submittals in accordance with the Design-  
3       Builder’s responsibility for Work. The review period will be 14 Calendar Days unless  
4       otherwise noted. Refer to Section 1-07.13 of the General Provisions.

5       **Revision** - Modifications to Released for Construction Plans or Documents during  
6       construction that require typical standard of care Engineer of Record approval such as  
7       engineering calculations, modifications to drawings, or Change Orders.

8       **Right of Way (ROW)** - Land, property, or property interest, acquired for or devoted  
9       to transportation purposes. The term specifically excludes any Utility Easements and  
10      any temporary easements or other real property interests outside of the access control  
11      line which the Design-Builder deems necessary or advisable in connection with (a)  
12      construction of the Project, (b) Relocations, or both.

13      **Roadbed** - The graded part of the roadway within top and side slopes, prepared as a  
14      foundation for the pavement structure and shoulders.

15      **Roadway** - The portion of the Right of Way within the outside limits of the side  
16      slopes.

17      **Secretary of Transportation** - The chief executive officer of WSDOT.

18      **Section/section** - The capitalized version designates a reference to an entire  
19      Technical Requirement section (e.g., Section 2.1). The lower-case version designates  
20      a reference to information contained within the same Technical Requirement  
21      subsection.

22      **Sensitive Areas** - Resources on or adjacent to the Project location, which are  
23      regulated or protected by Federal, State or local regulatory agencies or tribes,  
24      including natural features (e.g., wetlands, other waterbodies, jurisdictional ditches,  
25      buffers, mitigation sites and floodplains as depicted on Conceptual Plans), and areas  
26      with known contamination or cultural resources.

27      **Service Line** - A line, also referred to as a service lateral or lateral, the function of  
28      which is to directly connect the improvement(s) on an individual property, to a Utility  
29      that is part of a larger line, facility, or system. Unless noted otherwise in the  
30      Technical Requirements, the term Service Line excludes any cable, conduit, or other  
31      line that connects a Traffic Control/Illumination System to a Utility that is part of a  
32      larger line, facility, or system. Such a cable, conduit, or other line shall be considered  
33      to be part of the applicable Traffic Control/Illumination System. A Utility providing  
34      service to wireless communication facilities shall not be considered a Service Line.

35      **Shoulder** - The part of the roadway next to the traveled way or auxiliary lanes. It  
36      provides lateral support of base and surface courses and is an emergency stopping  
37      area for vehicles.

38      **Site of Work/Site** - Those areas designated by WSDOT for performance of the Work  
39      and such additional areas as may be designated in writing by WSDOT for the Design-  
40      Builder’s use in performance of the Work.

41      **Small Business Enterprise (SBE)** – Any business that is owned and operated  
42      independently from all other businesses, has fifty or fewer employees, has a gross

1 revenue of less than seven million dollars annually as listed on federal tax returns or  
2 with the Washington State Department of Revenue, and is self-certified through the  
3 Washington State Department of Enterprise Services and listed as a “small, mini or  
4 micro business” in its certification.

5 Small businesses can be located by searching the WEBS directories at: [https://pr-](https://pr-webs-vendor.des.wa.gov/)  
6 [webs-vendor.des.wa.gov/](https://pr-webs-vendor.des.wa.gov/)

7 Information on how to search the directories is located at:  
8 [https://wsdot.wa.gov/sites/default/files/2021/03/29/NewSearchToolforWEBSVendors](https://wsdot.wa.gov/sites/default/files/2021/03/29/NewSearchToolforWEBSVendorsPublic.pdf)  
9 [Public.pdf](https://wsdot.wa.gov/sites/default/files/2021/03/29/NewSearchToolforWEBSVendorsPublic.pdf)

10 **Special Provisions** - WSDOT developed modifications to the Standard Specifications  
11 listed in Appendix B. The Engineer of Record shall incorporate applicable Special  
12 Provisions into the Technical Specifications. The index includes an explanation of  
13 when the specification is applicable.

14 **Specialty Report** - A complex hydraulic report as defined in Chapter 1 of the  
15 WSDOT *Hydraulics Manual*.

16 **Standard Plans** - A manual of specific plans or drawings adopted by WSDOT such  
17 as the *Standard Plans for Road, Bridge, and Municipal Construction* M 21-01, which  
18 show frequently recurring components of work that have been standardized for use.

19 **Standard Specifications** - Divisions 2 through 9 of the WSDOT *Standard*  
20 *Specifications for Road, Bridge and Municipal Construction* M 41-10, subject to the  
21 modifications set forth in Section 1-03.3 and any modifications contained in the  
22 Special Provisions. Division 1 of said publication is superseded in its entirety by these  
23 General Provisions.

24 **State** - The State of Washington acting through its elected officials and their  
25 authorized representatives, including, at a minimum, WSDOT, or the State of  
26 Washington in the geographic sense, depending on the context.

27 **Statistical-based Verification** - Verification of the Design-Builder’s Quality  
28 Assurance test results through statistical comparison, performed by the Design-  
29 Builder, with WSDOT’s Quality Verification test results.

30 **Statistical Acceptance** - A statistical analysis performed by the Design-Builder, of  
31 the Design-Builder’s Quality Assurance test results for compliance with material  
32 specifications.

33 **Structural Engineer** - An engineer registered in the State of Washington under Title  
34 18 RCW.

35 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,  
36 manholes, endwalls, buildings, service pipes, sewers, underdrains, foundation drains,  
37 noise walls, drainage vaults, and other features found during Work that WSDOT  
38 determines should be classified as a Structure.

39 **Subcontract** - An agreement between the Design-Builder and one or more third  
40 parties providing for such third party to perform any part of the Work or any such  
41 agreement between a Subcontractor and its lower tier Subcontractor, at any tier.

**Subcontractor/Subconsultant** - An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Design-Builder. Suppliers and materialmen are excluded from the term.

**Subcontractor (SVBE or MWBE)** - An individual, partnership, firm, corporation, or joint venture who meet the definition of a Minority, Small Business, Women or Veteran-Owned Business and who is sublet part of the Contract.

**Subgrade** - The top surface of the roadbed on which subbase, base, surfacing, pavement, or layers of similar materials are placed.

**Substantial Completion Date, Substantial Completion** - The meaning set forth in Section 1-08.5(1).

**Substructure** - The part of the Structure below:

1. The bottom of the grout pad for the simple and continuous span bearing.
2. The bottom of the block supporting the girder.
3. Arch skewbacks and construction joints at the top of vertical abutment members or rigid frame piers and extending.

**Subsurface Utility Engineering (SUE)** - An engineering process for accurately identifying the quality of subsurface Utility Information needed for highway plans, and for acquiring and managing that level of information during the development of a highway project.

**Superstructure** - The part of the Structure above:

- A) The bottom of the grout pad for the simple and continuous span bearing.
- B) The bottom of the block supporting the girder.
- C) Arch skewbacks and construction joints at the top of vertical abutment members or rigid frame piers and extending.

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

- (a) From the face of end diaphragm abutting the Bridge Approach Embankment for end piers without expansion joints.
- (b) From the end pier expansion joint for bridges with end pier expansion joints.

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure.

Superstructures do not include endwalls, wingwalls, barrier and railing attached to the wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

**Supplemental Geotechnical Data Report (SGDR)** - The Contract Document developed pursuant to the Instructions to Proposers that contains factual subsurface data collected prior to the Proposal Due Date, and which is included in Appendix G.

**Supplier (SVBE or MWBE)**– A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Supplier, the SVBE or MWBE firm must be an established business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Supplier in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of suppliers’ own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers’ representatives, or other persons who arrange or expedite transactions shall not be regarded as Suppliers within the meaning of this definition.

**Surety** - The company(ies) bound with the Design-Builder to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract, Contract Bond, or otherwise required by law.

**SVB Business Plan** - The plan submitted by Design-Builder with its RFP and Proposal pursuant to the Request for Qualifications and Instructions to Proposers and updated in accordance with Section 1-07.11

**SVBE Commitment** – The scope of work and dollar amount that the Design-Builder commits to a SVBE firm as indicated in the SVB Plan. These SVBE Commitments will be incorporated into the Contract and shall be considered a Contract requirement.

**SVBE Contract Goal** – The amount of SVBE participation that must be attained by the Design-Builder. There are two SVBE Contract Goals are expressed as a percentage of the Design-Builders Proposal plus executed Change Orders. This is the minimum amount that the Design-Builder shall commit to by submission of the SVB Plan including Good Faith Efforts. There are two separate SVBE Contract Goals that must be met: one for Small Business Enterprises (SBE) and one for Veteran-Owned Business (VOB). Amounts paid to a SVBE will only be credited to one SVBE Contract Goal expressed above (either SBE or VOB, but not both) in which the SVBE firm is eligible.

**Technical Credits** - The number of credits, in terms of dollars, earned by a Proposer as a result of the Proposal evaluation process.

**Technical Proposal** - The part of a Proposal designated as such in the Instructions to Proposers.

**Technical Requirements (TR)** - Chapter 2 of the Request for Proposal document package.

**Technical Specifications** - All specifications developed, assembled, and used by the Engineer of Record, including the Project Specifications.

**Temporary Relocation** - (a) Any interim Relocation of a Utility (i.e., the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, and (b) any removal and reinstallation of a Utility in the same place with or without an interim Relocation.

- 1       **Toll Commencement** - The milestone when the new Toll System becomes  
2       operational to the traveling public and toll collection begins.
- 3       **Toll Equipment** - The Toll System elements that shall be designed, procured,  
4       installed, and tested by the Toll Vendor. This equipment includes, but is not limited to  
5       readers, and Toll Equipment servers. Refer to the *Illustrative Toll Zone* (Appendix I)  
6       for an illustration of a typical Toll Zone.
- 7       **Toll Gantry** - The Structure on which the over-the-lane Toll Equipment shall be  
8       installed. The Toll Gantry shall be designed, procured, installed, and tested by the  
9       Design-Builder.
- 10       **Toll Infrastructure** - The Toll System elements that shall be designed, procured,  
11       built, and tested by the Design-Builder. As described elsewhere, these elements shall  
12       include, but are not limited to, all signs, Toll Rate Signs, striping, Toll Gantries,  
13       roadside toll cabinets, toll reader equipment cabinets, and electrical and  
14       communications connections.
- 15       **Toll Infrastructure Completion/Toll Infrastructure Completion Date** - The date  
16       on which all required testing, inspection, and correction of any non-compliant Toll  
17       Infrastructure is completed by the Design-Builder and all Toll Zones are made  
18       available to the Toll Vendor for Toll Equipment installation and testing.
- 19       **Toll Rate Sign (TRS)** - This sign will convey to drivers the current price to use the  
20       \*\*\*\$6\$\*\*\*. The sign will be comprised of static and electronic displays.
- 21       **Toll System** - The new \*\*\*\$7\$\*\*\* facility constructed within the Project limits,  
22       including all necessary equipment and subsystems.
- 23       **Toll Vendor** - A vendor procured by WSDOT to design, procure, install, test, and  
24       maintain the Toll Equipment.
- 25       **Toll Zone** - The specific location(s) along the \*\*\*\$8\$\*\*\* where vehicles are  
26       detected, identified, and assessed a toll. The Toll Zone may consist of one or more  
27       Toll Gantries holding Toll Equipment, roadside toll cabinets, toll reader equipment  
28       cabinets, associated electrical and communications equipment, induction loops, and  
29       other equipment as needed to operate the Toll System.
- 30       **Traffic Control/Illumination Systems** - These systems include traffic signals, ramp  
31       metering systems, flashing beacon systems, highway illumination systems (including  
32       streetlights), fire or police signal systems, and Intelligent Transportation Systems,  
33       regardless of ownership of such system.
- 34       **Traveled Way** - The part of the roadway made for vehicle travel excluding shoulders  
35       and auxiliary lanes.
- 36       **Type #1 Utility** - A Utility for which the Utility Owner has Cost Responsibility.
- 37       **Type #2 Utility** - A Utility for which the Utility Owner does not have Cost  
38       Responsibility.
- 39       **Upset Amount** -The not to exceed amount WSDOT is authorized to pay a Design-  
40       Builder to complete this Project.

1       **Utility (ies)** - A privately, publicly, or cooperatively owned line, facility, or system  
2       (including municipal and government lines, facilities, and systems but excluding  
3       WSDOT-owned lines, facilities, or systems) for transmitting or distributing  
4       communications, cable television, power, electricity, gas, oil, crude products, water,  
5       steam, waste, or any other similar commodity, including any irrigation system. The  
6       necessary appurtenances to each Utility facility (including fire hydrants as  
7       appurtenances to water lines) shall be considered part of such Utility. However,  
8       unless noted otherwise in the Technical Requirements, the term “Utility” or “utility”  
9       excludes (a) stormwater facilities that provide drainage solely for the Project Right of  
10      Way, (b) Traffic Control/Illumination Systems, and (c) facilities that are the subject  
11      of a wireless communication site lease. Without limitation, any Service Line shall be  
12      considered a Utility regardless of the ownership of such Service Line.

13      **Utility Agreement** - The meaning set forth in Section 1-07.17(2). A document is a  
14      “Utility Agreement” if it meets the definition set forth herein, without regard to the  
15      title of the document.

16      **Utility Delay** - The meaning set forth in Section 1-07.17(12) as the context may  
17      require.

18      **Utility Easement** - A permanent replacement easement or other interest in real  
19      property outside the Project Right of Way (excluding a franchise or permit) that is  
20      necessary for Relocation.

21      **Utility Information** - The information regarding Utilities included in Appendix U,  
22      the information about known Utilities included in Section 2.10, *Utilities and*  
23      *Relocation Agreements*, and any other information WSDOT includes in the Request  
24      for Proposal with regard to identification, location, size, type, and ownership of  
25      Utilities. In the event of any conflict within the various components of the Utility  
26      Information, the more accurate information will prevail.

27      **Utility Memorandum of Understanding (MOU)** - A non-binding agreement or  
28      memorandum of understanding (as the same may be amended) between WSDOT and  
29      a Utility Owner establishing certain understandings as to the Relocation of such  
30      Utility Owner’s Utilities as necessary for the Project. A document is a “Utility MOU”  
31      if it meets the definition set forth herein, without regard to the title of the document.  
32      Utility MOUs, if any, are located in Appendix U.

33      **Utility Owner** - Any entity or body (including city, county, State, public corporation,  
34      or public district) that owns and operates a Utility, including cooperative Utilities.

35      **Utility Owner Project** - The design and construction by or at the direction of a  
36      Utility Owner of a new Utility other than (a) as part of Relocation or (b) to provide  
37      service to the Project. Utility Owner Projects shall be entirely the financial obligation  
38      of the Utility Owner.

39      **Utility Standards** - The Standard Specifications, standards of practice, and  
40      construction methods that a Utility Owner customarily applies to facilities constructed  
41      by the Utility Owner (or for the Utility Owner by its contractors) at its own expense  
42      and that are comparable to the Utilities being Relocated for the Project.

1       **Utility Work** - All Relocation Work that is the Design-Builder's responsibility  
2       pursuant to the Contract Documents, as more particularly described in Section 1-  
3       07.17 and Section 2.10, *Utilities and Relocation Agreements*.

4       **Veteran-Owned Business (VOB)** – A veteran-owned business meeting the  
5       requirements of RCW 43.60A.010 and listed in WEBS.

6       Veteran-owned businesses can be located by searching the WEBS directories at:  
7       <https://pr-webs-vendor.des.wa.gov/>

8       Information on how to search the directories is located at:

9       [https://wsdot.wa.gov/sites/default/files/2021/03/29/NewSearchToolforWEBSVendors](https://wsdot.wa.gov/sites/default/files/2021/03/29/NewSearchToolforWEBSVendorsPublic.pdf)  
10      [Public.pdf](https://wsdot.wa.gov/sites/default/files/2021/03/29/NewSearchToolforWEBSVendorsPublic.pdf)

11      **Warranty (ies)** - An assurance by the Design-Builder that the Work is free of  
12      defects, conforms to Professional Engineering Principles in the State of Washington,  
13      and meets the requirements of the Contract Documents in which the Design-Builder  
14      agrees to repair or replace Work or items that are defective or do not meet the  
15      requirements of the Contract for a defined period.

16      **Washington State Department of Transportation (WSDOT)** - The State Agency  
17      authorized by law to administer transportation-related Work.

18      **Washington's Electronic Business Solution (WEBS)** – Washington Electronic  
19      Business Solution (WEBS) is administrated by Department of Enterprise Services and  
20      is an electronic supplier registration database that allows businesses to showcase their  
21      products and services to all state agencies and political subdivisions. [https://pr-webs-](https://pr-webs-vendor.des.wa.gov/)  
22      [vendor.des.wa.gov/](https://pr-webs-vendor.des.wa.gov/)

23      **Women Business Enterprise (WBE)** – A women owned business meeting the  
24      requirements of RCW 39.19 and WAC 326 and certified by the State Office of  
25      Minority & Women's Business Enterprises.

26      **Work** - All of the administrative, design, engineering, real property acquisition  
27      support services, Utility support services, procurement, legal, professional,  
28      manufacturing, supply, installation, construction, supervision, management, testing,  
29      inspection, labor, materials, equipment, maintenance, documentation, and other duties  
30      and services to be furnished and provided by the Design-Builder as required by the  
31      Contract Documents, including all efforts necessary or appropriate to achieve Final  
32      Acceptance, except those efforts which the Contract Documents specify will be  
33      performed by WSDOT or other Persons. In certain cases, the term may also be used  
34      to mean the products of the Work.

35      **Working Drawings** - Drawings, plans, diagrams, or any other supplementary data or  
36      calculations, including a schedule of submittal dates for Working Drawings where  
37      specified, which the Design-Builder must submit to the WSDOT Engineer.

38      **Written** - Any communication (except social media) submitted electronically,  
39      including, at a minimum, requests, notices, demands, approvals, decisions,  
40      submissions, consents, correspondence, amendments, agreements, summaries,  
41      recommendations, releases, authorizations, tests, releases, instruments,  
42      determinations, orders, change orders, statements, protests, notifications, settlements,



1 records, contracts, and confirmations, that can be readily furnished as support or  
2 evidence for a decision.

3 **WSDOT Engineer** - The WSDOT representative responsible for making decisions  
4 on behalf of WSDOT as outlined in the Contract.

5 **WSDOT Form** - Forms developed and maintained by WSDOT that are required or  
6 available for use on a project. These forms can be downloaded from the forms  
7 catalogue at: <http://wsdot.wa.gov/forms/pdfForms.html>